United States Court of Appeals

for the Second Circuit

EXHIBITS

Court

74-1553

United States Court of Appeals

For the Second Circuit.

Index No. 67 Civ. 1137 (RJW).

ILIGAN INTEGRATED STEEL MILLS, INC., CONTINENTAL INSURANCE COMPANY, STANDARD MARINE INSURANCE COMPANY LTD., ROYAL INSURANCE COMPANY, LTD., FIREMAN'S FUND INSURANCE COMPANY, COMMERCIAL UNION INSURANCE COMPANY OF NEW YORK, EMPLOYERS COMMERCIAL UNION INSURANCE COMPANY and AETNA INSURANCE COMPANY,

Plaintiffs-Appellants,

against

SS JOHN WEYERHAEUSER, her engines, boilers, etc., WEYERHAEUSER COMPANY, and NEW YORK NAVIGATION COMPANY, INC.,

Defendants-Appellees-Appellants.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

EXHIBIT VOLUME.

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JUL 29 1974
SECOND CIRCUIT

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[redacted]

This is an Agreement entered into this 11th day of July, 1966, by and between Iligan Integrated Steel Mills, Inc., a Philippine Corporation, hereinafter referred to as IISMI, and New York Navigation Company, Inc., a Delaware Corporation with its principal offices in New York City, New York, hereinafter referred to as NYNAV.

WHEREAS, IISMI has purchased certain materials, supplies and equipment in the United States, for the construction of a steel mill in the vicinity of Iligan City, Mindanao, Republic of the Philippines, for which IISMI requires ocean transportation and related services, and

WHEREAS, NYNAV desires to provide for IISMI all the ocean transportation and certain related services for shipment of these materials, supplies and equipment from United States ports to a safe berth in the vicinity of Iligan City, Mindanao, Republic of the Philippines,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter stated, each party intending to be legally bound thereby, it is agreed as follows:

(1) NYNAV agrees to provide IISMI with a sufficient number of suitable and seaworthy vessels with necessary space on board at sailing intervals specified by the shipper or his agent, to transport required construction materials, supplies and equipment which IISMI will ship from U.S. North Atlantic, Gulf or Great Lakes ports to the jobsite pier near Iligan City, Republic of the Philippines.

(2) It is further agreed that IISMI will ship all such ocean cargoes on vessels provided by NYNAV under the terms of this agreement until such time as all necessary construction materials and equipment have been delivered, provided however, should such shipping continue beyond July 31, 1968, the rates herein shall be subject to renegotiation.

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(3) [redacted] understands that the funds for the purchase of materials and equipment of United States manufacture are being provided under a loan agreement with the Export-Import Bank, an agency of the Government of the United States of America, and that such agency requires that 100 percent of the gross tonnage of all equipment and materials financed under the Loan Agreement be transported on privately owned United States flag commercial vessels, unless waivers are obtained permitting utilization of vessels of Philippine or other foreign nation registry. [redacted] agrees that it will provide the transportation and services hereunder in accordance with these requirements.

(4) It is agreed that for ocean transportation performed under this agreement [redacted] shall pay [redacted] at the freight rates shown below. All rates apply either on a per ton basis of 2,240 lbs. or 40 cubic feet weight or measurement whichever is greater and are subject to minimum quantities as shown below.

(A) To the extent that a waiver is not granted by the Federal Maritime Administration permitting use of foreign (non USA) flag ships, [redacted] will provide vessels of United States registry and the following rates shall apply from U. S. North Atlantic and Gulf ports to the jobsite pier near Iligan City in such vessels.

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Cargo Quantities in Payable Tons Per Bill of Lading for Loading Port	Freight Rate Per Ton W. or M.
0 to 1999	Far East Conference rates prevailing at time of shipment or any pertinent contractual agreement existing between NYNAV and the Far East Conference whichever is lower.
2000 to 2099	$82.00
2100 to 2199	$78.00
2200 to 2499	$74.00
2500 to 3999	$72.00
4000 to 4499	$64.00
4500 to 4999	$63.00
5000 to 5999	$60.00
6000 to 6999	$58.50
7000 and over	$54.50

For shipments of less than 2,000 payable tons NYNAV will endeavor to obtain special rates from the Far East Conference and shall give preference to vessels of American President Lines. Furthermore if a waiver is granted permitting the use of Philippine flag vessels, NYNAV will use such vessels for tonnage less than 2,000 payable tons whenever possible.

(2) In the event that a waiver is granted by the Federal Maritime Administration permitting use of vessels of any registry other than United States, NYNAV will provide sufficient foreign flag non-conference vessels to transport the amount of tonnage included in the waiver, and the freight rates shown below shall apply on such shipments from U. S. North Atlantic and Gulf ports to the jobsite pier near Iligan City. It is understood that NYNAV shall endeavor to obtain Philippine flag non-conference ships if available in preference to other foreign flag ships.

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Cargo Quantities in Payable Tons Per Ship from One or Two Loading Ports	Freight Rate Per Ton W. or M.
0 to 999	At rates mutually agreed upon, understood not to be in excess of Far East Conference rates prevailing at the time of shipment, or other such contractual agreement existing between MIMAV and the Far East Conference, whichever is lower.
1000 to 1500	$59.00
1501 to 2000	$58.00
2001 to 2500	$57.00
2501 to 3000	$56.00
3001 to 3500	$53.00
3501 to 4000	$50.00
4001 to 5000	$48.00
5001 to 6000	$46.00
6000 and over	$44.00

(B) To the extent that a waiver is granted by the Federal Maritime Administration permitting the use of foreign (non USA) flag vessels, the following rates will apply from United States' Lake Ontario and Lake Erie ports to the jobsite pier near Iligan City.

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Cargo Quantities in Payable Tons Per Ship from One or Two Loading Ports	Freight Rate Per Ton W. or M.
0 to 999	At rates mutually agreed upon.
1000 to 1499	$80.00
1500 to 1749	$68.00
1750 to 1999	$63.00
2000 to 2999	$58.00
3000 to 3999	$50.00
4000 to 4999	$46.00
5000 to 5999	$42.00
6000 to 6999	$41.00
7000 to 7999	$38.00
8000 and over	$36.00

It is understood that all seaway tolls on cargo are included in the above freight rates. All seaway tolls against the vessel shall be the responsibility of NEMAV. Vessels already committed to load in Lake Ontario and/or Lake Erie ports will also load at Chicago (Lake Michigan) if required, at the freight rates shown above plus a lump sum payment of $8,000 per vessel.

(5) Transportation from ports not covered in Clause (4) or services not provided for herein shall be performed by NEMAV at freight rates and minimum quantities to be mutually agreed upon prior to shipment. Should an agreement between ILRRI and NEMAV not be reached relative to movements from such ports or provisions of service not herein provided for, ILRRI shall be free to ship such materials and/or equipment with another carrier, it being understood that such shipments shall not be covered by the performance guarantee mentioned in Clause 17 hereunder.

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(6) It is further agreed that IIRMX shall pay MTMAV for all transportation charges in U. S. dollars or equivalent Philippine pesos convertible to U. S. dollars not later than (35) thirty-five days after sailing date, during which time MTMAV shall tender the necessary freight bills, certificates, nonnegotiable bills of lading and other such documents as may be required in proper order for payment. Said documents, freight bills, certificates and nonnegotiable bills of lading shall be tendered to IIRMX or its designated agent within (3) three days after sailing date. The original bills of lading and receipted freight bills will be issued by MTMAV to Iligan upon payment of freight.

(7) It is understood and agreed that the transportation and services to be provided by MTMAV hereunder shall be on a berth term basis at all loading ports and shall therefore include in addition to the ocean transportation, all loading, heavy lift and extra length charges and stevedore charges. Receiving and unloading of freight at the port of Baltimore shall be for the account of MTMAV for all tonnage loaded on any one vessel over the minimum tonnage specified and rated in Clauses (4) (A) or (B) above, whichever is applicable. For cargoes loading in the Great Lakes, the same application shall be made provided similar port storage facilities are made available to MTMAV. Cargoes loaded at other ports shall be handled in accordance with the normal custom of the port as applied to regular berth term operators in such port.

For cargoes less than the minimum tonnage specified and rated in Clauses (4) (A) and (B) above, receiving, unloading and handling of material and equipment shall be for the account of IIRMX or the vessel whichever is applicable under the custom of the port, and the method of shipment.

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(8) It is understood that the transportation rates from U.S.A. ports stated in this agreement include current stevedoring labor costs and that such labor costs will increase in October, 1966 and again in October, 1967. It is agreed that in October, 1966 the rates stated herein shall be increased by 10 cents per payable ton and that in October, 1967 the rates will again be increased by 10 cents per payable ton to offset the labor cost increases.

(9) IIRMI guarantees to provide direct sailings without transshipment to Iligan as required by IIRMI provided that IIRMI tenders at least the minimum quantities of cargo specified and rated in Clause (4) (A), (B) and (C) above.

(10) a) IIRMI agrees to arrange unloading of cargo from United States flag vessels, at its own risk and expense at Iligan at a rate which will discharge an average of 825 payable tons per weather working day of 24 hours, religious and local holidays included, provided cargo is distributed as evenly as possible among all hatches to the extent the character of total ship's cargo will permit. Should cargo be loaded in less than three hatches, IIRMI agrees to discharge cargo at an average rate of 180 revenue tons per hatch per weather working day of 24 hours, religious and local holidays included. Should these discharge rates not be met, IIRMI agrees to pay demurrage for American flag vessels at the rate of $2,500.00 per day, or prorata for part thereof. IIRMI shall be entitled to equal dispatch for all laytime saved. Laytime will begin at one p.m. on the same day vessel arrives and arrival notice is given provided such arrival occurs before noon and vessel is ready for discharge, otherwise laytime will begin at eight a.m. of the next day after vessel's arrival at discharging berth unless discharging begins sooner in which case laytime will begin to run simultaneously with the discharging. If the discharge berth is not available upon vessel's arrival, time will begin as mentioned above whether or not vessel is berthed.

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All demurrage or dispatch earned shall be paid in United States currency or Philippine pesos fully convertible to U. S. dollars at the official rate of exchange prevailing at the time of payment. Dispatch earnings shall be used to offset any demurrage charges or freight payments due on subsequent vessels. Should there be demurrage in excess of dispatch, such accrued charges will be due in U. S. dollars or equivalent Philippine pesos convertible to U. S. dollars at the end of each six-month period, said six-month period to commence with the delivery of the first cargo at Iligan. Payment of demurrage or credit for dispatch will be effected within 60 days after the end of such period. All dispatch earnings in excess of demurrage charges existing after discharge of the last vessel will be paid within 60 days after discharge of last vessel. None of the provisions of this clause shall apply to vessels operated by the Far East Conference except to the extent that MYMAV is able to obtain the same or similar terms for the benefit of IISMI, and any such terms which would subject IISMI to charges will be coordinated with IISMI or its agent prior to acceptance.

(18) b) IISMI agrees to arrange unloading of cargo from foreign (non USA) flag vessels, at its own risk and expense at Iligan at a rate which will discharge an average of 750 payable tons per weather working day of 24 hours, religious and local holidays included, provided cargo is loaded in four hatches and is distributed as evenly as possible among all hatches to the extent the character of the ship's cargo will permit. Should cargo be loaded in less than four hatches, IISMI agrees to discharge cargo at an average rate of 180 payable tons per hatch per weather working day of 24 hours, religious and local holidays included. Should these discharge rates not be met, IISMI agrees to pay demurrage for foreign (non USA) flag vessels at the rate of $2,000.00 per day, or prorata for part thereof. IISMI shall be entitled to equal dispatch for all laytime saved. Laytime will begin at

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one p.m. on the same day vessel arrives and arrival notice is given provided such arrival occurs before noon and vessel is ready for discharge, otherwise laytime will begin at eight a.m. of the next day after vessel's arrival at discharging berth unless discharging begins sooner in which case laytime will begin to run simultaneously with the discharging. If the discharge berth is not available upon vessel's arrival, time will begin as mentioned above whether or not vessel is berthed. All demurrage or dispatch earned shall be paid within 60 days after discharge of each vessel in United States currency or Philippine pesos fully convertible to U. S. dollars at the official rate of exchange prevailing at the time of payment. None of the provisions of this clause shall apply to Philippine flag vessels operated by the Far East Conference except to the extent that MYMAV is able to obtain the same or similar terms for the benefit of IISMI, and any such terms which would subject IISMI to charges will be coordinated with IISMI or its agent prior to acceptance.

(11) In all other respects the loading and transportation herein shall be performed in accordance with MYMAV's standard bill of lading, copy of which is appended to this Agreement. In the event any clause in such bill of lading is inconsistent with any part of this Agreement, the Agreement shall be controlling. MYMAV agrees to stamp all bills of lading as follows: "All the terms and conditions of this bill of lading are subject to and governed by the written contract entered into between IISMI and MYMAV for the performance of this transportation".

(12) Lighterage, if necessary, at the discharging port of Iligan shall be at the risk and expense of IISMI.

(13) In the event MYMAV provides under the terms of this agreement American flag vessels other than the S/S C.R. MUSSER, S/S F.E. WEYERHAEUSER, S/S GEO. S. LONG, S/S HORACE LUVINE, S/S JOHN WEYERHAEUSER and S/S W.H. PEABODY or provides foreign flag vessels which are subject to marine cargo insurance

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penalties due to their age, size, class or registry, then NYNAV shall reimburse IISMI the total amount of such penalties assessed by its marine cargo insurance underwriters; however it is agreed that NYNAV shall not reimburse IISMI for any marine cargo insurance penalties assessed by IISMI's insurance underwriters for shipments shipped by NYNAV on Far East Conference Vessels provided IISMI approves specific shipment on such vessels. If there should be marine cargo insurance penalties on the six ships named above, it is understood that such penalties will not exceed 12½ cents per $100 valuation, and it is agreed that NYNAV will reimburse IISMI for two-thirds of the amount of such penalties; however, if no marine cargo insurance penalties are placed on the six ships named above, then the above clause will apply as written.

(14) In the event damage is caused to NYNAV's vessels by IISMI stevedores at Iligan, NYNAV's representatives at Iligan and/or vessels' Masters shall immediately give written notice of such damage to IISMI's port officials and the stevedoring company and if necessary arrange for a survey by a Lloyd's Agent or a similarly qualified surveyor. Claims for stevedore damage shall be submitted to IISMI and its stevedore within (90) ninety days of the occurrence of such damage and payments for items not in dispute shall be effected in U. S. Currency or equivalent convertible Philippine pesos within (30) thirty days of the receipt of the claim. Disputed claims shall be settled as expeditiously as possible.

(15) Neither of the parties hereto shall be liable for loss, damage, detention or delay resulting from causes beyond its control or caused by fire, strike or other major disturbances, civil or military authority, restrictions of any government or any department, branch or representative thereof, insurrection or riot, embargoes, wrecks, or delays in transportation or inability to obtain necessary labor or materials due to such causes.

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(16) If, at any time hereafter, any dispute, difference or question shall arise between the parties hereto touching the construction, meaning or effect of these presents, or of any clause or thing herein contained, or the rights or liabilities of the parties under these presents, or the several matters specified hereunder, or with reference to anything arising out of or incidental thereto, or otherwise howsoever in relation to the premises, then every such dispute or question shall be determined by arbitration under and in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said Rules. Any such arbitration award shall be enforceable by the proper courts. Performance under this Agreement shall continue during any such resort to arbitration. The Arbitrators in resolving any dispute to the extent that it is necessary to take into account controlling laws shall use the laws of the State of New York.

(17) NYMAV agrees to indemnify and hold IISMI harmless from all damages and penalties which IISMI may suffer because of the failure of NYMAV to supply the required ocean transportation under this Agreement. These damages and penalties shall be limited to the difference in cost between the cost of transportation which IISMI would have incurred under this Agreement had NYMAV not failed to perform and those transportation costs actually incurred by IISMI. To cover such damages NYMAV agrees that it will, at its own expense, execute and present to IISMI, a satisfactory performance guarantee in the form of a $250,000 irrevocable, but reducible Letter of Credit confirmed by the Chase Manhattan Bank, New York, New York, to cover shipments made during 1966. NYMAV further agrees to provide the same type and size of guarantee for the calendar year 1967 and for the first seven months of 1968.

PLAINTIFFS' EXHIBIT 4

(16) It is understood and agreed that ILMX shall appoint an agent to provide operational control over implementation of this Agreement; it is also understood that ILMX shall appoint a freight forwarder to provide forwarding services related to shipments under this agreement. NYMAV shall recognize such agent and forwarder during the term of their respective appointments.

This Contract and all matters relating hereto shall be deemed to be a Contract made under the laws of New York and shall be governed by and construed in accordance with such Laws.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

ILLIGAN INTEGRATED STEEL MILLS, INC.

By _____
CESAR R. PEREYRA

NEW YORK NAVIGATION COMPANY, INC.

By _____
RALPH U. BERCOVICI

IN THE PRESENCE OF:-

_____
CESAR R. PEREYRA

_____
WILLIAM C. BRITTAIN

PLAINTIFFS' EXHIBIT 8

12/2/69 PX 89 id

NEW YO X NAVIGATION COMP NY INC.

420 LEXINGTON AVENUE • NEW YORK 17, N. Y.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT — REFERENCES	EXPORT DEC. No.
FOOTE ER AND COMPANY, FMC-JO E-61652	SEE RIDERS
DELIVERING CARRIER TO STEAMER:	**CAR NUMBER — REFERENCE**

VOYAGE K-1

BILL OF LADING

(CONTINUED ON OVER PAGE)

SHIP'S JOHN WEYERHAEUSER		FLAG	PIER	PORT OF LOADING
PORT OF DISCHARGE FROM SHIP	ILIGAN CITY	AM.	DUNDAIK MARINE TERMINAL	BALTIMORE
DESTINATION OF GOODS (If goods to be transhipped at port of discharge)				

SHIPPER ILIGAN INTERNATIONAL CORP. FOR ILIGAN INTEGRATED STEEL MILLS, INC.
~~ILIGAN INTEGRATED STEEL MILLS, INC.~~
XXXXX ILIGAN CITY, MINDANAO, REP. OF ~~PHILIPPINES~~

CONSIGNEE: ORDER OF SAME AT

ADDRESS ARRIVAL NOTICE TO:

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	QUANTITY OR NO. of PIECES OR PKGS.	DESCRIPTION OF PACKAGES AND GOODS	CUBIC FEET	GROSS WEIGHT
~~ILIGAN~~ ILIGAN MINDANAO REPUBLIC OF THE PHILIPPINES MADE IN USA (SEE RIDERS)	1087	PKGS. - ITEMS AS PER ATTACHED RIDERS NOS. 1 THRU 17	210,062	4,505,985
CARGO SHIPPED ON DECK TO BE AT SHIPPER'S RISK (RIDER ATTACHED)				

STRAIGHT BILL OF LADING

FREIGHT PREPAID

SECOND ORIGINAL

FREIGHT PAYABLE AT NEW YORK

RECEIVED from the Shipper herein named, the goods or packages said to contain goods herein mentioned, in apparent good order and condition, unless otherwise indicated to this bill of lading, to be transported subject to all terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the Carrier is only bound to forward them by succeeding vessels employed by the Carrier, or if deemed necessary by said Carrier, it may forward them in other vessels.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, owner of the goods, holder of this bill of lading and the Carrier, Master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

Hazardous cargo. Where authorities at destination consider cargo to be hazardous, inflammable or corrosive, owners to take delivery immediately when vessel is ready to discharge such cargo, otherwise vessel without further notice may discharge cargo into lighters or other conveyances at risk and expense of cargo owners.

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, and all acts amendatory and supplemental thereto, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, or mis-delivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance and rules thereto annexed which may be in effect where this bill of lading is issued.

	RATE Per Cu. Ft.	FREIGHT
	Per 40 Cu Ft.	
77,[illegible] cu ft	$60.00	$[illegible]
	Per 2240 Lbs.	
934,567 lbs	60 Cts	24,137 [illegible]
	TOTAL $	$320,[illegible]

IN ACCEPTING THIS BILL OF LADING the shipper, consignee, owner of the goods and the holder of this bill of lading agree to be bound by all of its stipulations, exceptions, and conditions, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding as fully as if they were signed by such shipper, consignee, owner of the goods and holder of this bill of lading.

IN WITNESS WHEREOF, the Master of the said ship has affirmed to 3 bills of lading, all of this tenor and date, ONE of which being accomplished, the other to stand void.

Dated at BALTIMORE (Place) DECEMBER 16 1966 (Date)

For the Master
By: New York Navigation Company Inc.
As Agent for the Master

[illegible] OF BALTIMORE, INC.
Master

B/L No. [illegible]

PLAINTIFFS' EXHIBIT 8

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of or exemptions from, liability authorized by any provisions of Sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said statutes and/or provisions of law. If the ship is not owned by or chartered by demise to the Company designated herein (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the Company designated herein which acts as agent only and shall be under no personal liability whatsoever in respect thereof. If, however, it shall be adjudged that any other than the owner or demise charterer is carrier and/or bailee of the goods all limitations of and exonerations from liability provided by law or by the terms hereof shall be available to such other.

2. In this bill of lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the ship, her owner, master, operator, demise charterer, and if bound hereby the time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once, may for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo aboard go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

In view of the necessity for the expeditious employment of all the available Merchant Marine, the exercise by the carrier or master of any of the liberties granted herein with respect to loading, departure, scope of voyage, arrival, routes, ports of call, stoppage, discharge, destination, surrender, delivery, or otherwise, shall be presumed to be for the purposes of conserving and utilizing war time, sea mileage or shipping space, and therefore prima facie reasonable and necessary in the assembling, transportation or distribution of materials essential to the war effort.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attemping to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the ship may proceed or return, directly or indirectly, to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4150 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transhipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure fully to disclose the nature and character of the goods.

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7. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding Sec. 1 (c) thereof, or the corresponding provision of any Carriage of Goods by Sea Act that may be applicable. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Goods or articles carried in any such compartment are at the sole risk of the owner thereof and subject to all the conditions, exceptions and limitations as to the Carrier's liability and other provisions of this bill of lading; and further the Carrier shall not be liable for any loss or damage occasioned by the temperature, risks of refrigeration, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof, or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

8. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-section 2, a to p inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the liability for any collision in which the vessel is involved while performing this Bill of Lading falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:—

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owner in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Owners of said goods, paid or payable by the other non-carrying ship or her Owners to the Owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or Carrier.

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

10. General average shall be adjusted, stated and settled, according to York-Antwerp Rules 1950, except Rule XXII thereof, by such adjuster, and at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States Money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers.

11. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a point where the ship does not expect to discharge, the Carrier or master may, without notice, forward the goods by [illegible] before or after reaching the usual port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. In case of delivery to a connecting Carrier or Carriers liability shall be several and shall end at the ship's sling upon delivery to connecting Carrier, which delivery shall be considered a good and sufficient delivery under this Bill of Lading. This Carrier, in making arrangements for any transhipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transhipping or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorises the Carrier to arrange with any such transhipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transhipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

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12. Any provisions herein to the contrary notwithstanding, goods may be received by the carrier at ship's tackle where its responsibility shall commence and/or be delivered at ship's tackle where its responsibility shall cease. Receipt and/or delivery beyond ship's tackle shall be entirely at the option of the carrier and solely at the expense and risk of the shipper and/or consignee. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when discharged from ship's tackle. The Carrier shall not be required to give any notification of disposition of the goods.

13. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expense of mending, cooperage, bailing or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever ship and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of $500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than $500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than $500 per package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

19. In any event the Carrier and the ship shall be discharged from all liability in respect of loss, delay or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an agreement to appear.

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20. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

21. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States except as herein otherwise provided.

22. Cargo slides and labor on quay are to be provided by ship's agent for account of consignee at current rates, and any cargo which may be ordered for delivery into fiscal deposits, must be taken by an official cartman appointed by the agent of the ship, at current rates for account and risk of consignee.

23. If any bagged or baled goods are landed slack or torn, received and/or consignee shall accept its proportion of the sweepings. Ship not responsible for loss of weight in bags or bales torn, mended or with sample holes.

24. Cotton: Description of the condition of the cotton does not relate to the insufficiency of or torn condition of the covering, nor to any damage resulting therefrom and Carrier shall not be responsible for damage of such nature.

25. SPECIFIED DOCK DISCHARGE: If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Master, the ship can safely under her own power, proceed to, lie at, and return from said dock or wharf, always afloat at any time of tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and, that otherwise, the ship shall discharge the goods in accordance with Clause 12 of this Bill of lading, whereupon Carrier's responsibility shall cease.

26. This Bill of Lading shall be governed by and subject to the terms and conditions of the charter party, if any, governing the operation of the carrying vessel. Except as otherwise specifically provided, all agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

27. Any and all liberties, exemptions and conditions in this Bill of Lading shall apply although the vessel may be deviating from the voyage, and although such deviation may amount to a change or abandonment of the voyage; all such deviations are to be deemed within the contract voyage and notwithstanding unseaworthiness or unfitness of the ship at the commencement or during any period of the voyage.

WAR CLAUSES

28. (A) Carrier shall not be responsible for any acts, consequences, damages or losses caused directly or indirectly by war, declared or undeclared, hostilities, warlike operations, civil war or commotions, revolutions, or the operation of international law, whether such acts, consequences, damages or losses are caused by neutrals or belligerents.

(B) If any port of discharge named in this bill of lading, or to which the vessel may properly be ordered, be blockaded, or if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law (1) entry to any such port or discharge of cargo intended for any such port should be considered by the Master or owners in his or their discretion inadvisable, dangerous or prohibited, or (2) if it be considered by the Master or owners in his or their discretion dangerous or impossible for the vessel to reach such discharging port, the Carrier shall then be at liberty to discharge the cargo or such part of it as may be affected at any safe port which it or the master may in its or his discretion decide on and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of cargo being discharged at any such other port the carrier shall be entitled to freight as if the discharge had been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of this bill of lading. All extra expenses involved in reaching and discharging the cargo at any such other port shall be paid by the owner, shipper or consignee of the cargo, and the carrier shall have a lien on the cargo for freight and

(C) The Vessel has liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destination, delivery, or anything whatsoever given by any government or local authority or by any person or body acting or purporting to act with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.

If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to the port or ports originally designated or to which she may have been ordered pursuant to the terms of this bill of lading the vessel may proceed to any safe port which the Master or Carrier in his or its discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment and the Carrier shall be entitled to freight as if discharge had been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of this bill of lading. All extra expenses involved in reaching and discharging the cargo at any such other port shall be paid by the owner, shipper or consignee of the cargo, and the Carrier shall have a lien on the cargo for freight and all such expenses. The provisions of this entire clause are in addition to and not a limitation upon any other provision, or part thereof, of this bill of lading.

29. Should any existing or future order or restriction of any Government Authorities prevent the above goods being conveyed in any particular ship or class of ships, the Carriers are to be free from any liability for nonfulfillment of their contract.

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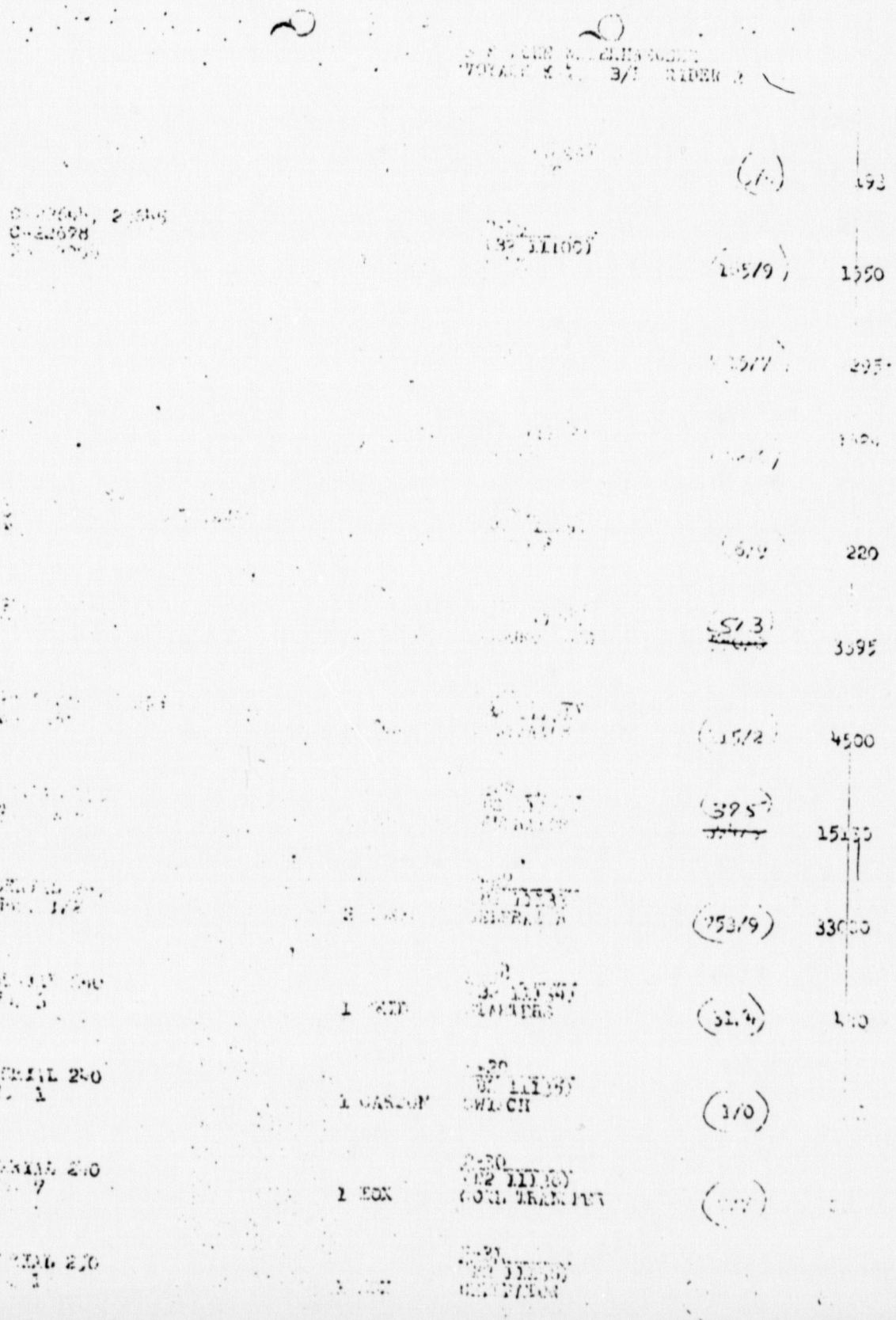
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ILIGAN
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REPUBLIC OF THE PHILIPPINES

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FE-79758-9 Nos. 1AS2/2SS2	11 REELS	COPPER CABLE	(3806)	127090
FE-79758-82 1SS2/1LS2 2S/S2/2SS2	7 REELS	P-16-1 P-16-2 (B2 [illegible]) COPPER CABLE	(2421/9)	[illegible]
FE-79758 Nos. 3/S2/49S2	19 REELS	P-16-[illegible] (B2 11312) COPPER WIRE	(6366/6)	219[illegible]
FE-79758 Nos. [illegible]	11 REELS	P-16-9(1) (B2 11312) COPPER WIRE	(4[illegible]/7)	[illegible]
FE-7[illegible] Nos. [illegible]	6 REELS	P-17 (B2 11[illegible]) ALUMINUM CABLE	([illegible]/0)	[illegible]

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SERIAL - 265 Nos. 1/2	2 BOXES	P-13 (D? 11137) GENERATOR	(2/0.0)	
SERIAL - 260 No. 1	1 CARTON	P-14 (D? 11139) SELECTOR	(1) 0/7	12
SERIAL - 266 No. 1	1 BOX	P-15 (D? 11140) SWITCHES	(1) 0/1	3
SERIAL - 270 No. 6	1 BOX	P-16 (D? 11141) GENERATOR	(6/5)	1
SERIAL - 270 No. 5	1 CARTON	P-18 (D? 11142) SWITCH	(1) 0/7	3
SERIAL - 260 No. 2	1 BOX	P-19 (D? 11143) SWITCH	(5/5)	3
SERIAL - 240 No. 2	1 BOX	P-10 (D? 11144) TRANSFORMER	(9/2)	3
SERIAL - 245 No. 1	1 BOX	P-11 (D? 11145) GENERATOR	(2/9)	3
SERIAL - 240 Nos. 4/6	3 BOXES	P-12 (D? 11146) COIL TRANSFER	2/0	(2
D-22014/7014/15 D-22073 - 7015 D-22095 - 7017 D-22348 - 7013	5 BOXES	P-15 (D? 11147) LOW SYSTEM	(1.7)	
[illegible]	11 BOXES	P-16 [illegible]	( )	
		P-17 [illegible]		

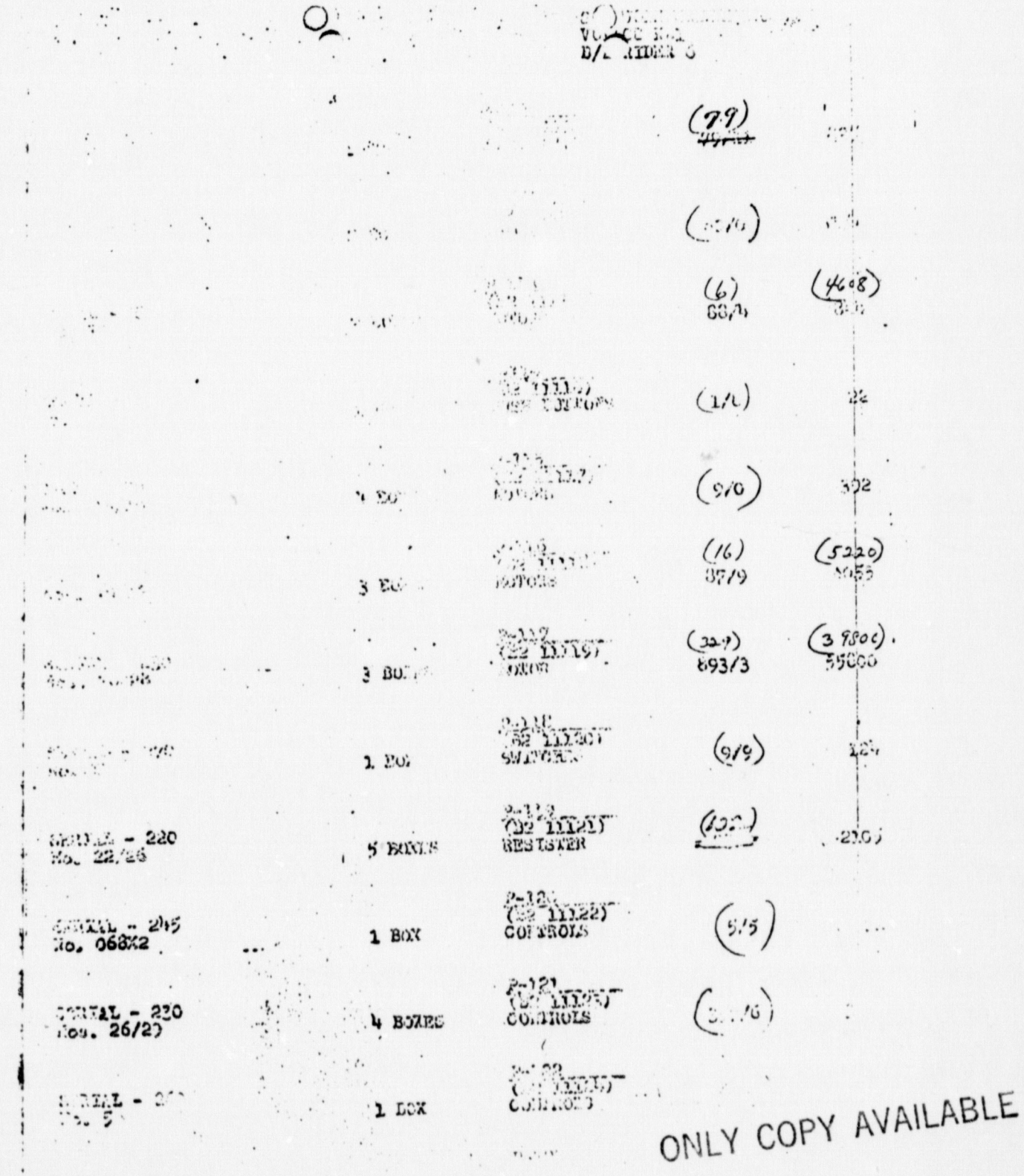
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C-22625 22688 22733 22736	7028/7083	50 BOXES	P-52 (B2 11151) BEARINGS	185 (16010)
GO-60431 - 6596/7 60428 - 6594/5 60430 - 6596/9 60429 - 6592/3		6 BOXES	P-53 (B2 11152) [illegible]	(1058/5) 19404
GO-60422 Nos. 6569/73/91		3 PARTS	[illegible]	(733/9) 9050
GO-60305, 60312, 60529/4650 GO-60303, 60306, 60510/4651 60520/4652 GO-60504/60507/4654		5 BOXES	P-57 (B2 11156) PARTS MILL EQUIPMENT	(4896/10) 91800
GO-60322, 60352, 60366, 60401, 60401, 60432, 60439, 60435, 60502, 60509, 60518, 60532, 60540, 60543-6153/6160		6 BOXES	P-58 (B2 11157) ORDER	(3788/1) 90210
C-22676, 22684, 22685, C-22648 - 6592/5		4 BOXES	P-59 (B2 11158) ILS SYSTEM	(583/0) 17705
C-22636 Nos. 6596/3, 7102		5 BOXES	P-60 (B2 11159) COMPRESSOR	(727) 160[illegible]
GO-60446 - 6602 GO-60549 - 6603		2 BOXES	P-62 (B2 11158) EXHAUST SYSTEM	(1135) 34[illegible]
GO-60408 & 60533 Nos. 6607/6608		2 BOXES	P-65 (B2 11159) WELDER	(1130/0) 29[illegible]
GO-60403, 60427, 60428 GO-60431, 60436, 60439 GO-60452, 60463 Nos. 4655/4659		5 BOXES	P-66 (B2 11160) STEEL MILL PARTS	(1577/0) 41[illegible]
C-22642, C-22643 C-22676, 22677, 22692 Nos. 1/6		6 BOXES	P-71 (B2 11161) HYDRAULIC SYSTEM	(2500/8) [illegible]
C-22624, C-22[illegible] C-2273[illegible], C- Nos. 7[illegible]		110 BOXES	P-72 (B2 11162) BEARINGS	

PLAINTIFFS' EXHIBIT 8

60507, 60527, [illegible] [illegible], [illegible], [illegible] [illegible], [illegible], [illegible] 60523, 60525, 60528, 60531, 60534, 60537, 60541, 60544, 60546, Nos. 4660/4666	7 BOXES	P-101 (B2 11103) STEEL MILL EQUIPMENT	(5620/5)	95.00
6722/07 & 2278 7qu/ 7216/18	8 BOXES	P-[illegible] (B2 [illegible]) FACING MACHINE	5213/8	[illegible]
GO-50454 - 6959/6962 GO-50457 - 6963/6983	4 PCS. 9 PCS. 15 PCS	P-99 (B2 10981) TANKS, PIPE, PIPE FITTINGS	(3985) 3990 [illegible]	(214) 5017
SERIAL - 260 No. 4	1 BOX	P-102 (B2 11104) GENERATOR	(230/7)	[illegible]
SERIAL - 220 Nos. 1/8	8 BOXES	P-103 (B2 11105) MOTORS	(42) 80 [illegible]	(542) [illegible]
SERIAL - 220 Nos. 13/19	7 BOXES	P-104 (B2 11106) MOTORS	72/4	[illegible]
SERIAL - 220 No. 20	1 BOX	P-105 (B2 11107) TRANSMITTERS	(4/7)	
SERIAL - 220 No. 9	1 BOX	P-106 (B2 11108) MOTORS	(14/5)	
SERIAL - 220 Nos. 12/18	7 BOXES	P-107 (B2 11109) MOTORS	(13/3)	
SERIAL - 220 No. 121	1 BOX	P-108 (B2 11110) MOTORS	(1[illegible])	
[illegible] - [illegible]	1 BOX	P-109 (B2 [illegible]) [illegible]	( )	

PLAINTIFFS' EXHIBIT 8



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PLAINTIFFS' EXHIBIT 8

		TOTAL A-1 S/L RIDER 7		
SERIAL - 230 No. 30	1 BOX	P-124 (B2 11125) CONTROLS	(1) 1/11	43
SERIAL - 280 Nos. 4/10	7 BOXES	P-125 (B2 11127) MOTORS	(54) 98	(2466) 5111
SERIAL - 270 Nos. 11/12	2 BOXES	P-126 (B2 11128) TRANSFORMERS	(25/10)	350
SERIAL - 230 No. 31	1 BOX	P-127 (B2 11066) PANEL	(56/0)	700
SERIAL - 265 Nos. 4/5	2 BOXES	P-128 (B2 11057) CONTROLS	(33/4)	600
SERIAL - 230 Nos. 32/33	2 BOXES	P-129 (B2 11068) MOTOR	(2) 17/7	(955) 1015
SERIAL - 220 Nos. 27/29	3 BOXES	P-130 (B2 11069) MOTORS	(24)	000
SERIAL - 255 No. 2	1 BOX	P-131 (B2 11070) MOTOR GENERATOR	(485/11)	2100
SERIAL - 220 Nos. 49/63	7 BOXES 8 DRUMS	P-134 11071) FILTERS	(1600/0)	2070
SERIAL - 230 Nos. 34/40	4 BOXES 3 DRUMS	P-135 (B2 11072) AIR FILTERS	(07/0)	12
SERIAL - 230 No. 43	1 BOX	P-136 (B2 11073) HEATERS	(2/1)	
SERIAL - 280 Nos. 31 & 04	2 BOXES	P-137 (11074) TRANSFORMERS	( )	
SERIAL - 2[illegible]		P-[illegible]		

PLAINTIFFS' EXHIBIT 8

S/S JOLI [illegible]ERHAUSEN
VOYAGE K-
B/L RIDER 8

SERIAL - 220 No. 33	1 BOX	P-139 (B2 11076) MOTOR	(1423/9)	60880
SERIAL - 260 No. 5	1 BOX	P-140 (B2 11077) SPARE PTS	(7)	68
SERIAL - 260 No. 6	1 BOX	P-141 (B2 11078) [illegible]	(2/10)	30
CR-20758 COLOR CODE: BROWN/BLUE XI- 1/9	9 BOXES	P-142 (B2 11079) SWITCHGEAR	(1318) 1381/7	(3620) 18522
SERIAL - 220 Nos. 201/218	13 SKID CS. 3 PIECES 2 CASES	P-143 (B2 11080) MOTOR GENERATOR SET	(3247) 4635 436876	(81476) 221239
SERIAL - 220 Nos. 44/45	2 BOXES	P-144 (B2 11081) MOTOR GENERATOR SET	(53/4)	2810
SERIAL - 220 No. 34	1 BOX	P-145 (B2 11082) FEEDER PUMP	2/8	(170)
SERIAL - 260 No. 6	1 BOX	P-146 (B2 11083) MAGNETIC BRAKES	(75/2)	700
SERIAL - 220 Nos. 35/36	2 BOXES	P-147 (B2 11084) GENERATORS	(241)	11100
SERIAL - 260 Nos. 7; 9/10	3 BOXES	P-148 (B2 11085) PANEL	(70)	1000
SERIAL - 260 No. 8	1 BOX	P-149 (B2 11086) PANEL	(2[illegible]/9)	8[illegible]
SERIAL - 260 Nos. 8/9	2 BOXES	P-150 (B2 11087) PANEL	( )	
		P-151		

PLAINTIFFS' EXHIBIT 8

S/S JOHN WEST HADDOCK
VOYAGE
DEL B[illegible]y

SERIAL - 230 No. 48	1 BOX	P-152 (B2 11089) PANEL	(346/9)	2515
SERIAL - 230 No. 46	1 BOX	P-153 (B2 11090) PANEL	(691/0)	5550
SERIAL - 230 No. 47	1 BOX	P-154 (B2 11091) PANEL	(901/10)	6310
SERIAL - 265 No. 8	1 BOX	P-155 (B2 11030) CONTROLS	(186/7)	2640
SERIAL - 265 No. 7	1 BOX	P-156 (B2 11031) CONTROLS	(152/4)	2240
SERIAL - 220 No. 38	1 BOX	P-157 (B2 11032) CONTROL PANEL	(95/0)	1075
SERIAL - 220 Nos. 39, 46, 47	3 BOXES	P-158 (B2 11033) CONTROL PANEL	(177/0)	2370
SERIAL - 220 No. 37	1 BOX	P-159 (B2 11034) CONTROL PANEL	(223/1)	2605
SERIAL - 220 Nos. 41/45	5 BOXES	P-160 (B2 11035) CONTROL PANEL	(675/9)	10070
SERIAL - 220 Nos. 40 & 48	2 BOXES	P-161 (B2 11036) CONTROL PANEL	(118/4)	1[illegible]0
SERIAL - 230 Nos. 51, 52, 53	3 BOXES	P-162 (B2 11037) MOTOR GENERATOR	(1605/0)	7[illegible]
COLOR CODE: BROWN/BLUE [illegible]- 70758 [illegible]-1 - 10/25	14 BOXES	P-163 (B2 11038) SWITCHGEAR	(519)	[illegible]370
[illegible]	1½ BOXES 2 CRATES 2 PLATES	P-[illegible] [illegible]		

PLAINTIFFS' EXHIBIT 8

SERIAL - 270 No. 14	1 BOX	P-166 (B2 11041) SWITCHES	(6/3)
SERIAL - 265 No. 9	1 BOX	P-166 (B2 11041) GREASERS	(10/0)
SERIAL - 230 Nos. 58/59	6 BOXES	P-167 (B2 11042) MOTORS	(7) 15/0
SERIAL - 220 Nos. 19	1 SKID	P-168 (B2 11043) MOTORS	1234/0
SERIAL - 250 No. 4	1 BOX	P-169 (B2 11044) CONTROLS	(3/3)
SERIAL - 270 No. 15	1 BOX	P-170 (B2 11045) RESISTERS	(2/13)
COLOR CODE: BROWN/BLUE PO 79758 Nos. 1by1/8by1	8 BOXES	P-171 (B2 11046) SWITCHGEAR	(9/8/8)
SERIAL - 267 No. 1	1 BOX	P-172 (B2 11047) SWIACH	(38/10)
SERIAL - 220 No. 220	1 CASE	P-173 (B2 11048) MOTOR	1512/2
SERIAL - 220 No. 222	1 CASE	P-174 (B2 11049) MOTOR	(9/8/12)
SERIAL - 245 Nos. 3/4	2 CASES	P-175 (B2 11050) LWCH	(2/0)
SERIAL - 220 No. 221	1 CASE	P-176 (B2 11051) LWCH	
		P-177	

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PLAINTIFFS' EXHIBIT 8

SERIAL - 220 Nos. 89/92; 93/96	8 CASES	P-179 (B2 10983) PANELS	(197/8)	(2[illegible]
SERIAL - 220 Nos. 97/98	2 SKID CS.	P-180 (B2 10984) PANEL	(2103)	17285
SERIAL - 245 No. 5	1 BOX	P-181 (B2 10985) PANEL	(197/11)	1560
No. 60	1 CASE	P-182 (B2 10986) PANEL	(38)	580
SERIAL - 260 Nos. 1 & 12	2 CASES	P-183 (B2 10987) PANEL	(1084/2)	6[illegible]00
SERIAL - 245 Nos. 6/7	2 CASES	P-184 (B2 10988) PANEL	(1541/2)	11875
FR-79758 COLOR CODE: BROWN/BLUE No. 9uy1	1 BOX	P-185 (B2 10989) TRANSFORMER	(3/7)	110
SERIAL - 255 No. 3	1 BOX	P-186 (B2 10990) CONTROLS	(2/7)	30
SERIAL - 220 No. 13	1 BOX	P-187 (B2 10991) CONTROLS	(11/10)	160
SERIAL - 270 No. 16	1 BOX	P-188 (B2 10992) SWITCHES	(62/1)	61[illegible]
SERIAL - 260 No. 13	1 CARTON	P-189 (B2 10993) CONTROL	(1) 0/0	
SERIAL - 230 No. 61	1 BOX	P-191 (B2 10994) SWITCHES	(9/1)	
SERIAL - [illegible] No. [illegible]	1 Carton	P-192 (B2 [illegible]) CONTROL		

PLAINTIFFS' EXHIBIT 8

S/S JOHN WEYERHAEUSER
VOYAGE [illegible], [illegible] 22

SERIAL - 281 No. 1/2	2 BOXES	P-194 (B2 10996) MOTORS	(28/2)	670
SERIAL - 230 Nos. 62/73	7 CRATES 3 SKIDS 2 BOXES	P-195 (B2 10997) FANS	(1710) ~~20772~~	9600
SERIAL - 220 Nos. 111/112	2 BOXES	P-196 (B2 10998) RESISTORS	(1311/8)	12150
SERIAL - 230 Nos. 74/75	2 BOXES	P-197 (B2 10999) RESISTERS	(76/5)	1255
SERIAL - 245 No. 9	1 CASE	P-198 (B2 11000) CONTROL PANEL	(20/10)	300
SERIAL - 270 Nos. 17/18	2 CASES	P-199 (B2 11001) CONTROL PANEL	(606/2)	9705
SERIAL - 245 No. 8	1 CASE	P-200 (B2 11002) SWITCHES	(7/10)	04
SERIAL - 220 Nos. 100/110	10 CRATES 1 BOX	P-201 (B2 11003) FANS	(2808) ~~20772~~	19470
SERIAL - 245 No. 10	1 BOX	P-202 (B2 11004) STARTERS	(5/5)	72
SERIAL - 260 No. 15	1 BOX	P-203 (B2 11005) CONTROL	(16/1)	210
FE-79758-UR COLOR CODE: BROWN/BLUE Nos. 7UR/10 UR	2 CRATES 2 BOXES	P-204 (B2 11006) TRANSFORMERS	(1607/3)	2000
FE-79758 COLOR CODE: BROWN/BLUE No. JLI	1 BOX	P-205 (B2 11007) RECTIFIER	(1/3)	
COLOR CODE: [illegible]	1 BOX	P-206 (B2 11008) [illegible]		

PLAINTIFFS' EXHIBIT 8

[illegible]	1 CRATE	[illegible]		
[illegible]	1 BOX	[illegible]		
COLOR CODE: IRON/BLUE		P-208		
[illegible]-79758-UR	2 CRATES	(B2 11010)		
Nos. 11 UR/13 UR	1 BOX	TRANSFORMER	(915/5)	2730
COLOR CODE: IRON/PURPLE		P-209		
[illegible]-79758-87		(B2 11011)	2	
No 1[illegible]7	1 SKID	GROUND	275	(100)
		P-210		
SERIAL - 280		(B2 11012)		
Nos 11/12	2 CASES	MOTORS	(9/6)	9[illegible]
		P-211		
SERIAL - 230		(B2 11013)		
No. 76	1 BOX	MOTOR	(1317/5)	5730
		P-213		
SERIAL - 270		(B2 11014)		
Nos. 19/23	5 BOXES	RECTIFIER	(1593/9)	3775
		P-214		
SERIAL - 265		(B2 11015)		
No 10	1 BOX	RECTIFIER	(12/3)	
No. 11	1 CARTON	VARNISH (RED LABEL) 0/7		77[illegible]
		P-216		
SERIAL - 280		(B2 11016)		
Nos. 13/43	31 BOXES	MOTORS	(12/11)	2[illegible]
		P-216		
SERIAL - 240		(B2 11017)		
No. 10	1 BOX	MOTOR	(23/3)	
		P-217		
SERIAL - 245		(B2 11018)		
Nos. 16/20	5 BOXES	MOTOR CONTROLS	(1[illegible])	3[illegible]
		P-218		
SERIAL - 260		(B2 11019)		
No. 16	1 CARTON	VARNISH	(1[illegible])	
		P-219		
SERIAL - [illegible]		(B2 11020)		
[illegible]	1 CASE	[illegible]		

PLAINTIFFS' EXHIBIT 8

COLOR CODE: BROWN/BLUE FE-79758 Nos 4&2-5	1 BOX	P-232 (D2 11052) SWITCHGEAR	(335/11)
COLOR CODE: BROWN/PURPLE FE-79758-512 Nos 1&12	1 REEL	P-223 (D2 11023) ALUMINUM CABLE	(65/9)
2201-5-2-12 Nos. 1/22	3 SKIDS 6 CRATES 3 BOXES 1 REEL 2 BALES.	P-226 (D2 11026) K/D CRANE	(9477) 10612
2201-5-2-14 Nos. 1/23	3 SKIDS 4 BALES. 12 PCS. 3 BOXES 1 REEL	P-230 (D2 11025) K/D CRANE	(4393) 4339
COLOR CODE: BROWN/BLUE FE-79758 Nos2-8/10	3 BOXES	P-233 (D2 11023) SWITCHGEAR	(1283)
COLOR CODE: BROWN/BLUE FE-79758-UR Nos 21ur/23ur	4 CRATES 2 BOXES	P-253 (D2 11052) TRANSFORMERS	(2025/20)
COLOR CODE: BROWN/BLUE FE-79758-UR Nos 18ur/20ur	2 CRATES 1 BOX	P-254 (D2 11053) TRANSFORMERS	(3405)
COLOR CODE: BROWN/BLUE FE-79758-UR Nos/ 16ur/17ur	1 CRATE 1 BOX	P-255 (D2 11054) TRANSFORMERS	(330/9)
2201-5-2-17 Nos. 1/15	13 PCS. 1 SKID 1 REEL	P-231 (D2 11031) K/D TRUCK CRANE	(9374)
COLOR CODE: BROWN/PURPLE FE-79758 10-4	1 BOX	P-210 (D2 11054) PAINT (AND LABELS)	
[illegible]	2 CRATES 1 BOX	[illegible]	

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PLAINTIFFS' EXHIBIT 8

[illegible] 850 [illegible]

[illegible] 927 [illegible]

[illegible] 2PIECES [illegible] 2CASES [illegible] [illegible] 10605

[illegible] 2201-5-0-114 [illegible] 1PIECE [illegible] 215/0 4510

[illegible] 1CRATE [illegible] 131/0 200

[illegible] 2CRATES [illegible] 224/3 2030

2201-5-0-116 [illegible] 2CRATES [illegible] 282/4 5850

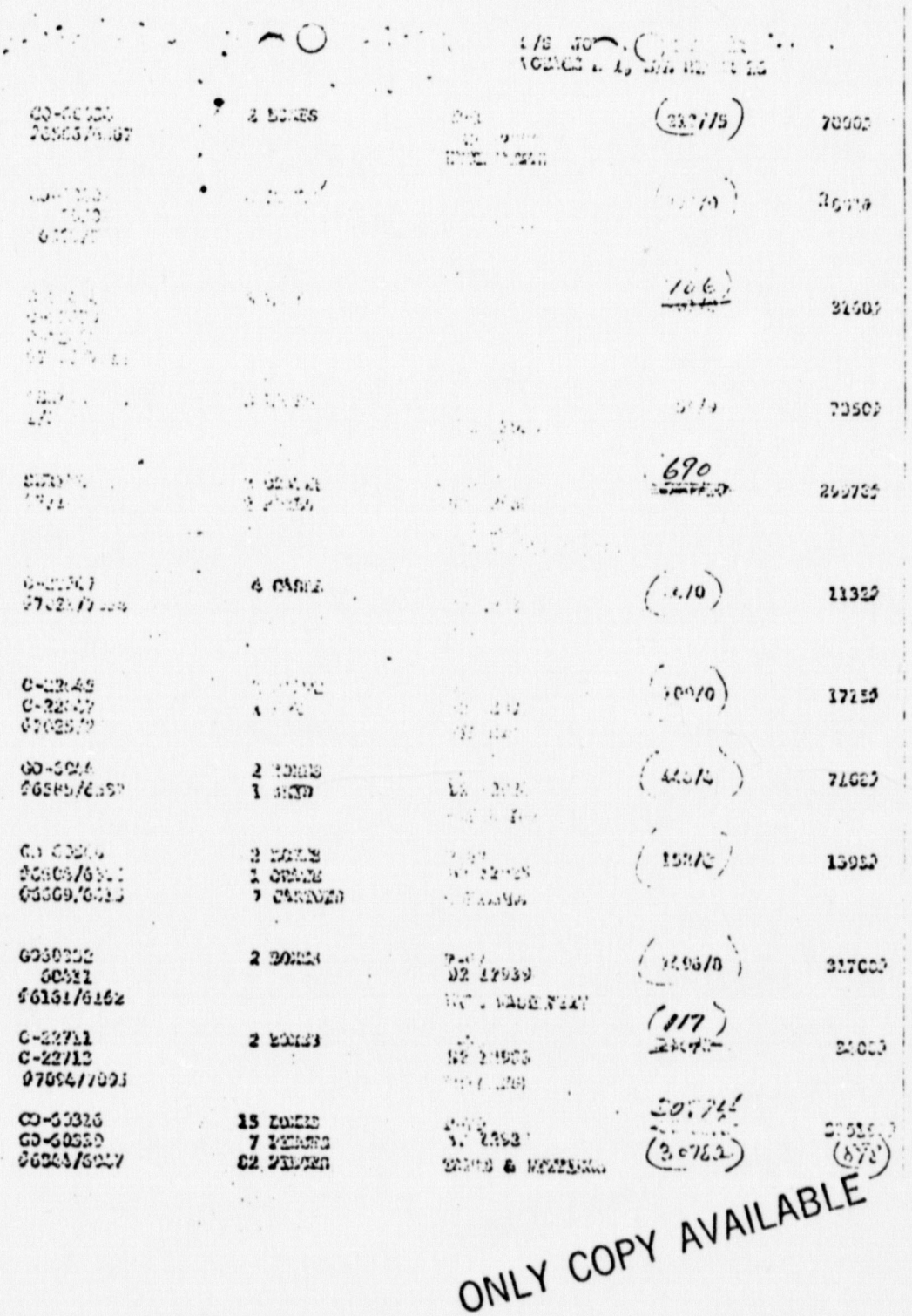
PLAINTIFFS' EXHIBIT 8

COLOR CODE: BROWN/BLUE FE-79758 Nos 1&2-5	1 BOX	P-228 (B2 11022) SWITCHGEAR	(335/11)
COLOR CODE: BROWN/PURPLE FE-79758-S12 Nos 1S12	1 REEL	P-229 (B2 11023) ALUMINUM CABLE	(669)
2201-5-2-12 Pos. 1/22	3 SKIDS 6 CRATES 3 BOXES 3 CRATES 2 BOXES.	P-226 (B2 11024) K/D CRANE	(9417) 10512
2201-5-2-14 Nos. 1/23	3 SKIDS 4 BOXES. 12 PCS. 3 BOXES 1 REEL	P-230 (B2 11025) K/D CRANE	(4033) 4339
COLOR CODE: BROWN/BLUE FE-79758 Nos. 8/10	3 BOXES	P-233 (B2 11026) SWITCHGEAR	(1283)
COLOR CODE: BROWN/BLUE FE-79758-UR Nos 21ur/25ur	4 CRATES 2 BOXES	P-253 (B2 11052) TRANSFORMERS	(2025/26)
COLOR CODE: BROWN/BLUE FE-79758-UR Nos 18ur/20ur	2 CRATES 1 BOX	P-254 (B2 11053) TRANSFORMERS	(3403)
COLOR CODE: BROWN/BLUE FE-79758-UR Nos/ 16ur/17ur	1 CRATE 1 BOX	P-255 (B2 11054) TRANSFORMERS	(2209)
2201-5-2-17 Nos. 1/15	13 PCS. 1 SKID 1 REEL	P-231 (B2 11027) K/D TRUCK CRANE	(9341)
COLOR CODE: BROWN/PURPLE FE-79758 Nos	1 BOX	P-210 (B2 11055) RAIL (MRD 11055)	
COLOR CODE: FE-79758 Nos	2 CRATES 1 BOX	P- (B2 11056) TRANSFORMERS	

PLAINTIFFS' EXHIBIT 8

	1PIECE		850	1070
	2PIECES 2CASES		927	
	2PIECES	[illegible] BUCKET	[illegible]	16605
2201-5-0-114 Nos.	1PIECE	BUCKET	215/0	4510
2201-5-0-11[illegible]	1CRATE	[illegible]	131/0	200
2201-5-[illegible] Nos. [illegible]	2CRATES	[illegible]	224/3	2030
2201-5-0-116 Nos. 1/2	2CRATES	BAR BENDER & SHEAR	282/4	2850

PLAINTIFFS' EXHIBIT 8



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PLAINTIFFS' EXHIBIT 8

US JOINT [illegible] RUGER
[illegible], D/L RIDER 17

C-22[illegible] 07350/7575	9 [illegible]		(202-75)	460300
[illegible]	[illegible]		(124)	[illegible]
[illegible]	[illegible]		[illegible]	(5[illegible]) 250[illegible]
72-[illegible] [illegible]			[illegible]	10[illegible]
953600 953601	2 [illegible]	[illegible]	[illegible]	151000
SERIAL 231 01/2	2 [illegible]	[illegible]	[illegible]	[illegible]
SERIAL 271 02/3	2 [illegible]	[illegible]	[illegible]	[illegible]
953760 953070 922461	2 [illegible] 1 [illegible]	[illegible]	[illegible]	751170
2201-5-2-15 01/3	3 [illegible]	[illegible]	(540) ~~[illegible]~~	460400

NEW YORK NAVIGATION COMPANY INC.

420 LEXINGTON AVENUE • NEW YORK 17, N. Y.

(SPACES IMMEDIATELY BELOW FOR SHIPPERS MEMORANDA—NOT PART OF BILL OF LADING)

FORWARDING AGENT — REFERENCES	EXPORT DEC. No.
FOOTHER AND COMPANY, FMC-10 E-61652	SEE RIDERS
DELIVERING CARRIER TO STEAMER:	**CAR NUMBER — REFERENCE**

BILL OF LADING

(CONTINUED ON OVER PAGE)

VOYAGE K-1

SHIP	FLAG	PIER	PORT OF LOADING
S/S JOHN WEYERHAEUSER			
PORT OF DISCHARGE FROM SHIP ILIGAN CITY	AM.	DUNDALK MARINE TERMINAL	BALTIMORE
DESTINATION OF GOODS (If goods to be transhipped at port of discharge)			

SHIPPER ILIGAN INTERNATIONAL CORP. FOR ILIGAN INTEGRATED STEEL MILLS, INC.
~~ILIGAN INTEGRATED STEEL MILLS, INC.~~
XXXXX ILIGAN CITY, MINDANAO, REP. OF PHILIPPINES

CONSIGNEE: ORDER OF ..... AT .....

ADDRESS ARRIVAL NOTICE TO: SAME

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	QUANTITY OR NO. of PIECES OR PKGS.	DESCRIPTION OF PACKAGES AND GOODS	CUBIC FEET	GROSS WEIGHT
ILIGAN ILIGAN MINDANAO REPUBLIC OF THE PHILIPPINES MADE IN USA (SEE RIDERS)	1087	PKGS.-ITEMS AS PER ATTACHED RIDERS NOS. 1 THRU 17	210,062	4,505,985
CARGO SHIPPED ON DECK TO BE AT SHIPPER'S RISK (RIDER ATTACHED)				

FREIGHT PREPAID

STRAIGHT BILL OF LADING
NOT NEGOTIABLE

FREIGHT PAYABLE AT NEW YORK

RECEIVED from the Shipper herein named, the goods or packages said to contain goods herein mentioned, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all terms of this bill of lading with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transshipped on payment of the charges thereon. If the goods in whole or in part are shut out from the ship named herein for any cause, the Carrier is only bound to forward them by succeeding vessels employed by the Carrier, or if deemed necessary by said Carrier, it may forward them in other vessels.

It is agreed that the custody and carriage of the goods are subject to the following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, owner of the goods, holder of this bill of lading and the Carrier, Master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier:

Hazardous cargo: Where authorities at destination consider cargo to be hazardous, inflammable or corrosive, owners to take delivery immediately when vessel is ready to discharge such cargo, otherwise vessel without further notice may discharge cargo into lighters or other conveyances at risk and expense of cargo owners.

1. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, and all acts amendatory and supplemental thereto, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, or mis-delivery, or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act or Ordinance or Statute of a similar nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels of August 25, 1924, it is subject to the provisions stated in such Act, Ordinance and rules thereto annexed which may be in effect where this bill of lading is issued.

	RATE Per Cu. Ft.	FREIGHT	
	Per 40 Cu. Ft.		
197,620 cu. ft.	$60.00	$296,430	00
	Per 2240 Lbs.		
914,567 lbs	60 00	24.497	33
	TOTAL $	$320,927	33

IN ACCEPTING THIS BILL OF LADING the shipper, consignee, owner of the goods and the holder of this bill of lading agree to be bound by all of its stipulations, exceptions, and conditions, whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding as fully as if they were signed by such shipper, consignee, owner of the goods and holder of this bill of lading.

IN WITNESS WHEREOF, the Master of the said ship has affirmed to 3 bills of lading, all of this tenor and date, ONE of which being accomplished, the other to stand void.

Dated at BALTIMORE (Place) DECEMBER 16 1966 (Date)

For the Master

By: New York Navigation Company Inc.

As Agent for the Master

LAWSHIP OF BALTIMORE, INC.
AS AGENTS

1a

PLAINTIFFS' EXHIBIT 8-A

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PLAINTIFFS' EXHIBIT 8-A

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of or exemptions from liability authorized by any provisions of Sections 4281 to 4286 of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said statutes and/or provisions of law. If the ship is not owned by or chartered by demise to the Company designated herein (as may be the case notwithstanding anything that appears to the contrary) this bill of lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal, made through the agency of the Company designated herein which acts as agent only and shall be under no personal liability whatsoever in respect thereof. If, however, it shall be adjudged that any other than the owner or demise charterer is carrier and/or bailee of the goods all limitations of and exonerations from liability provided by law or by the terms hereof shall be available to such other.

2. In this bill of lading the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract; the word "Carrier" shall include the ship, her owner, master, operator, demise charterer, and if bound hereby the time charterer, and any substituted carrier, whether the owner, operator, charterer, or master shall be acting as carrier or bailee; the word "shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; the word "consignee" shall include the holder of the bill of lading, properly endorsed, and the receiver and the owner of the goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the goods, shipper, consignee, or any of them.

3. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may for matters occurring before loading the goods, known or unknown at the time of such loading, and matters occurring after such loading, either with or without the goods or passengers on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, with or without cargo aboard go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property; and all of the foregoing are included in the contract voyage.

In view of the necessity for the expeditious employment of all the available Merchant Marine, the exercise by the carrier or master of any of the liberties granted herein with respect to loading, departure, scope of voyage, arrival, routes, ports of call, stoppage, discharge, destination, surrender, delivery, or otherwise, shall be presumed to be for the purposes of conserving and utilizing war time, sea mileage or shipping space, and therefore prima facie reasonable and necessary in the assembling, transportation or distribution of materials essential to the war effort.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attemping to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the ship may proceed or return, directly or indirectly, to or stop at any port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

5. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods.

6. Unless otherwise stated herein, the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4450 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The shipper and the goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from shipper's failure to declare and mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon, or from failure fully to disclose the nature and character of the goods.

PLAINTIFFS' EXHIBIT 8-A

7. Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck all risks of loss or damage by perils inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding Sec. 1 (c) thereof, or the corresponding provision of any Carriage of Goods by Sea Act that may be applicable. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate. Goods or articles carried in any such compartment are at the sole risk of the owner thereof and subject to all the conditions, exceptions and limitations as to the Carrier's liability and other provisions of this bill of lading; and further the Carrier shall not be liable for any loss or damage occasioned by the temperature, risks of refrigeration, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerator plant or part thereof, or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

8. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-section 2, a to p inclusive of said Carriage of Goods by Sea Act or similar sections of any Carriage of Goods by Sea Act that may be applicable, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

9. If the liability for any collision in which the vessel is involved while performing this Bill of Lading fails to be determined in accordance with the laws of the United States of America, the following clause shall apply:—

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the ship, the Owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owner in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Owners of said goods, paid or payable by the other non-carrying ship or her Owners to the Owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying ship or Carrier.

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

10. General average shall be adjusted, stated and settled, according to York-Antwerp Rules 1950, except Rule XXII thereof, by such adjuster, and at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States Money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers.

11. Whenever the Carrier or the Master may deem it advisable or in any case where the goods are consigned to a [illegible] where the ship does not intend to discharge, the Carrier or master may, without notice, forw[illegible] before or after reaching the port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods. In case of delivery to a connection Carrier or Carriers liability shall be several and shall end at the ship's sling upon delivery to connecting Carrier, which delivery shall be considered a good and sufficient delivery under this Bill of Lading. This Carrier, in making arrangements for any transhipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the shipper and without any other responsibility whatsoever.

The carriage by any transhipping or forwarding carrier and all transhipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence. The shipper expressly authorizes the Carrier to arrange with any such transhipping or forwarding carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein, provided that the shipper shall not be compelled to pay a rate higher than that applicable to the valuation contained in such bill of lading. Pending or during transhipment the goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

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PLAINTIFFS' EXHIBIT 8-A

12. Any provisions herein to the contrary notwithstanding, goods may be received by the carrier at ship's tackle where its responsibility shall commence and/or be delivered at ship's tackle where its responsibility shall cease. Receipt and/or delivery beyond ship's tackle shall be entirely at the option of the carrier and solely at the expense and risk of the shipper and/or consignee. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly they come to hand, at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when discharged from ship's tackle. The Carrier shall not be required to give any notification of disposition of the goods.

13. The Carrier shall not be liable for failure to deliver in accordance with marks unless such marks shall have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality, shipped by either the same or another shipper, shall be divided in proportion among the several shipments.

14. The goods shall be liable for all expense of mending, cooperage, bailing or reconditioning of the goods or packages and gathering of loose contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, Board of Health or other certificates to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any act or omission of the shipper or consignee.

15. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the goods. In case shipper's particulars are found to be erroneous and additional freight is payable, the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination; and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever ship and/or cargo lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the port of shipment, or, at Carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The shipper and the consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

16. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

17. In case of any loss or damage to or in connection with goods exceeding in actual value $500 lawful money of the United States, per package, or, in case of goods not shipped in packages, per customary freight unit, the value of the goods shall be deemed to be $500 per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of a value of $500 per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than $500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Whenever the value of the goods is less than $500 per package or other freight unit, their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value, plus freight and insurance if paid, irrespective of whether any other value is greater or less.

18. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

19. In any event the Carrier and the ship shall be discharged from all liability in respect of loss, delay or damage unless suit is brought within one year after the delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought until jurisdiction shall have been obtained over the Carrier and/or the ship by service of process or by an agreement to appear.

PLAINTIFFS' EXHIBIT 8-A

20. To avoid or alleviate preventions or delays in prosecution or completion of the voyage incident to the existence of hostilities, the Carrier has liberty and is authorized by the shipper and the owner of the goods to agree with the representatives of any government to submit the goods to examination at any place or places whatsoever and to delay delivery of the same until any restriction asserted by any governmental authority shall have been removed. The Carrier may put the goods in store ashore or afloat at the risk and expense of the owner of the same pending examination; and thereupon the Carrier's responsibility shall end. Any damage or deterioration occasioned by such examination or by delay and other risks of whatsoever nature shall be solely for account of the owner of the goods. All expenses incurred by the Carrier in relation to such detention of the goods shall be paid by the shipper or consignee or owner of the goods.

21. This Bill of Lading shall be construed and the rights of the parties thereunder determined according to the law of the United States except as herein otherwise provided.

22. Cargo skids and labor on quay are to be provided by ship's agent for account of consignee at current rates, and any cargo which may be ordered for delivery into fiscal deposits, must be taken by an official cartman appointed by the agent of the ship, at current rates for account and risk of consignee.

23. If any bagged or baled goods are landed slack or torn, received and/or consignee shall accept its proportion of the sweepings. Ship not responsible for loss of weight in bags or bales torn, mended or with sample holes.

24. Cotton: Description of the condition of the cotton does not relate to the insufficiency of or torn condition of the covering, nor to any damage resulting therefrom and Carrier shall not be responsible for damage of such nature.

25. SPECIFIED DOCK DISCHARGE: If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods hereby receipted for at a specified dock or wharf at the port of discharge, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Master, the ship can safely under her own power, proceed to, lie at, and return from said dock or wharf, always afloat at any time of tide, and only if such dock or wharf is available to the ship immediately the ship is ready to discharge the goods and, that otherwise, the ship shall discharge the goods in accordance with Clause 12 of this bill of lading, whereupon Carrier's responsibility shall cease.

26. This Bill of Lading shall be governed by and subject to the terms and conditions of the charter party, if any, governing the operation of the carrying vessel. Except as otherwise specifically provided, all agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the shipper to be binding as fully as if signed by the shipper, any local customs or privileges to the contrary notwithstanding. Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. If required by the Carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

27. Any and all liberties, exceptions and conditions in this Bill of Lading shall apply although the vessel may be deviating from the voyage, and although such deviation may amount to a change or abandonment of the voyage; all such deviations are to be deemed within the contract voyage and notwithstanding unseaworthiness or unfitness of the ship at the commencement or during any period of the voyage.

WAR CLAUSES

28. (A) Carrier shall not be responsible for any acts, consequences, damages or losses caused directly or indirectly by war, declared or undeclared, hostilities, warlike operations, civil war or commotions, revolutions, or the operation of international law, whether such acts, consequences, damages or losses are caused by neutrals or belligerents.

(B) If any port of discharge named in this bill of lading, or to which the vessel may properly be ordered, be blockaded, or if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law (1) entry to any such port or discharge of cargo intended for any such port should be considered by the Master or owners in his or their discretion inadvisable, dangerous or prohibited, or (2) if it be considered by the Master or owners in his or their discretion dangerous or impossible for the vessel to reach such discharging port, the Carrier shall then be at liberty to discharge the cargo or such part of it as may be affected at any safe port which it or the master may in its or his discretion decide on and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of cargo being discharged at any such other port the carrier shall be entitled to freight as if the discharge had been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of this bill of lading. All extra expenses involved in reaching and discharging the cargo at any such other port shall be paid by the owner, shipper or consignee of the cargo, and the carrier shall have a lien on the cargo for freight and [illegible] expenses.

(C). The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, [illegible] ports of call, stoppages, destinations, [illegible] delivery or in any [illegible] whatsoever given by the government of the nation under whose flag the vessel sails or any government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.

If by reason of or in compliance with any such direction or recommendation the vessel does not proceed to the port or ports originally designated or to which she may have been ordered pursuant to the terms of this bill of lading the vessel may proceed to any safe port which the Master or Carrier in his or its discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment and the Carrier shall be entitled to freight as if discharge had been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of this bill of lading. All extra expenses involved in reaching and discharging the cargo at any such other port shall be paid by the owner, shipper or consignee of the cargo, and the Carrier shall have a lien on the cargo for freight and all such expenses. The provisions of this entire clause are in addition to and not a limitation upon any other provision, or part thereof, of this bill of lading.

29. Should any existing or future order or restriction of any Government Authorities prevent the above goods being conveyed in any particular ship or class of ships, the Carriers are to be free from any liability for nonfulfillment of their contract.

PLAINTIFFS' EXHIBIT 9

A.H. GREVERS

From: New York Navigation Company, Inc.

120 Lexington Avenue

New York 17, N.Y.

To: Mr. Jay A. Best

Probably scheduled Korea - Phil

Subject: This just came in. I called the Superintendent Engineer's office of Weyerhaeuser in San Francisco and impressed upon him the urgency of getting the ship out of the Canal at the soonest possible time.

PLAINTIFF'S
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
9

PLAINTIFFS' EXHIBIT 9

22

JAN 6, 1967
(JOHN WEYERHAEUSER K-2)

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006ITT G20.26
NYNAVCO 421163
ZCZC TLF650 OCA509 CTR096 MR MANDEL
UINY CO PZCL 011
CRISTOBALCZ 11/10 6 1523

- RESOLUTE NEWYORKCITY -

JOHNWEYERHAEUSER NOW ETD TENTH ACCOUNT LABOR SHORTAGE
BOYDBROS

COL ETD

NNNN
NYNAVCO 4211637

PLAINTIFFS' EXHIBIT 10

New York Navigation Company, Inc.
420 Lexington Avenue
New York 17, N.Y.

PLEASE ADDRESS YOUR REPLY TO
AUGUST H. GREVERS

TELEPHONE: 532-9414
CABLE ADDRESS: "RESOLUTE"
TELEXES: RCA 224482 • TWX: 212-867 7912
ACR 421163
WU 62847

Voyage K

December 30, 1966

Mr. Jay Best
Koppers Company, Inc.
Koppers Building
Pittsburgh, Pennsylvania

RE: S/S "JOHN WEYERHAEUSER"
Voyage K - 2

Dear Jay:

We have been informed that the "JOHN WEYERHAEUSER" has been delayed at the Panama Canal repairing her high pressure cylinder. The repairs are estimated to take four to five days from December 29th, so that the vessel should sail about January 2/3. We shall inform you early next week of her actual sailing.

Very truly yours,

NEW YORK NAVIGATION COMPANY, INC.

August H. Grevers
Vice President

AHG:vn

35 07 / A8

NEW ETA 2-20-66

PLAINTIFFS' EXHIBIT 14

NEW YORK NAVIGATION COMPANY INC.

Telephone: 689-2130
Cable Address: "RESOLUTE"

420 LEXINGTON AVENUE
NEW YORK, N. Y. 10017

ILIKIAN INTEGRATED STEEL MILLS, INC.
ILIKIAN INTERNATIONAL CORPORATION

Dec. 16, 1966

INVOICE No. 2956

S/S John Weyerhaeuser VOY. K - 2 C. P. DATE C. P. No.

OCEAN TRANSPORTATION

FREIGHT - General Cargo
Baltimore/Republic of the Philippines

BILL OF LADING #1 -

(As attached)

$300,427.33

WE CERTIFY THAT CONTRACT DATED JULY 11, 1966 HAS NOT BEEN TERMINATED.

Joseph A. Bruno

PAID
DEC 16 1966
NEW YORK NAVIGATION CO., INC.
CHECK No.

E&OE

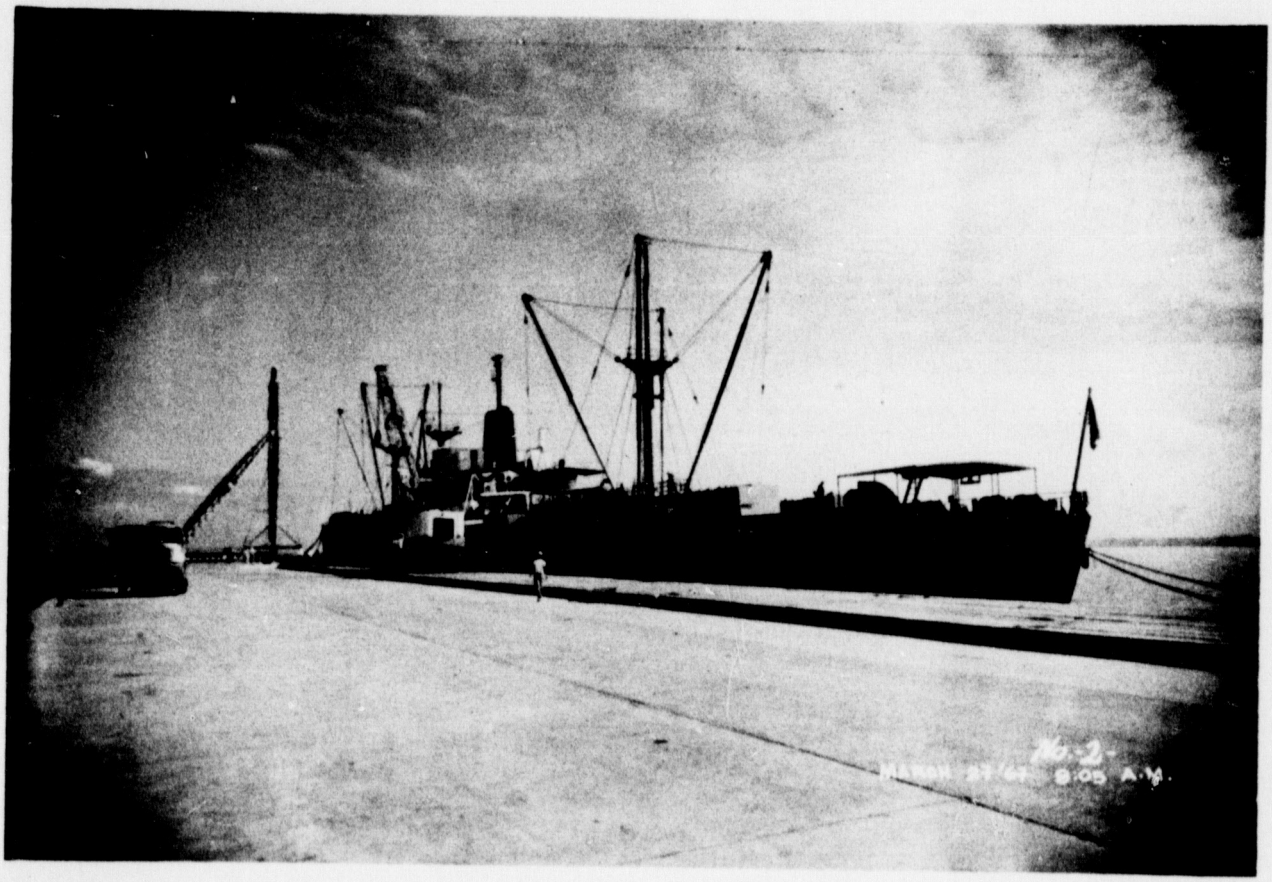
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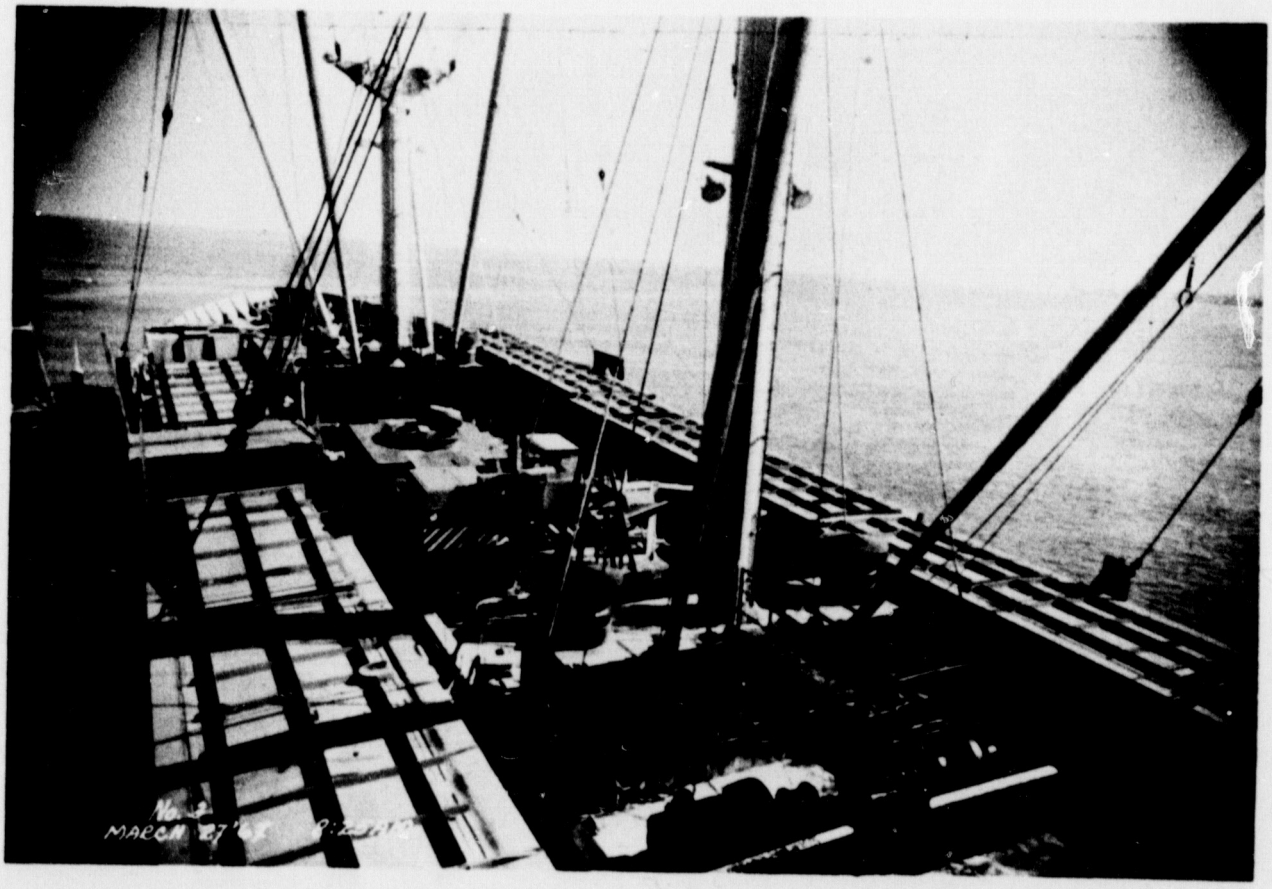
PLAINTIFFS' EXHIBIT 15

Photograph No. 2: Close up "John" on berth Iligan.

Photograph No. 3: Deck cargo looking forward from bridge.

(See following page.)


No. 2
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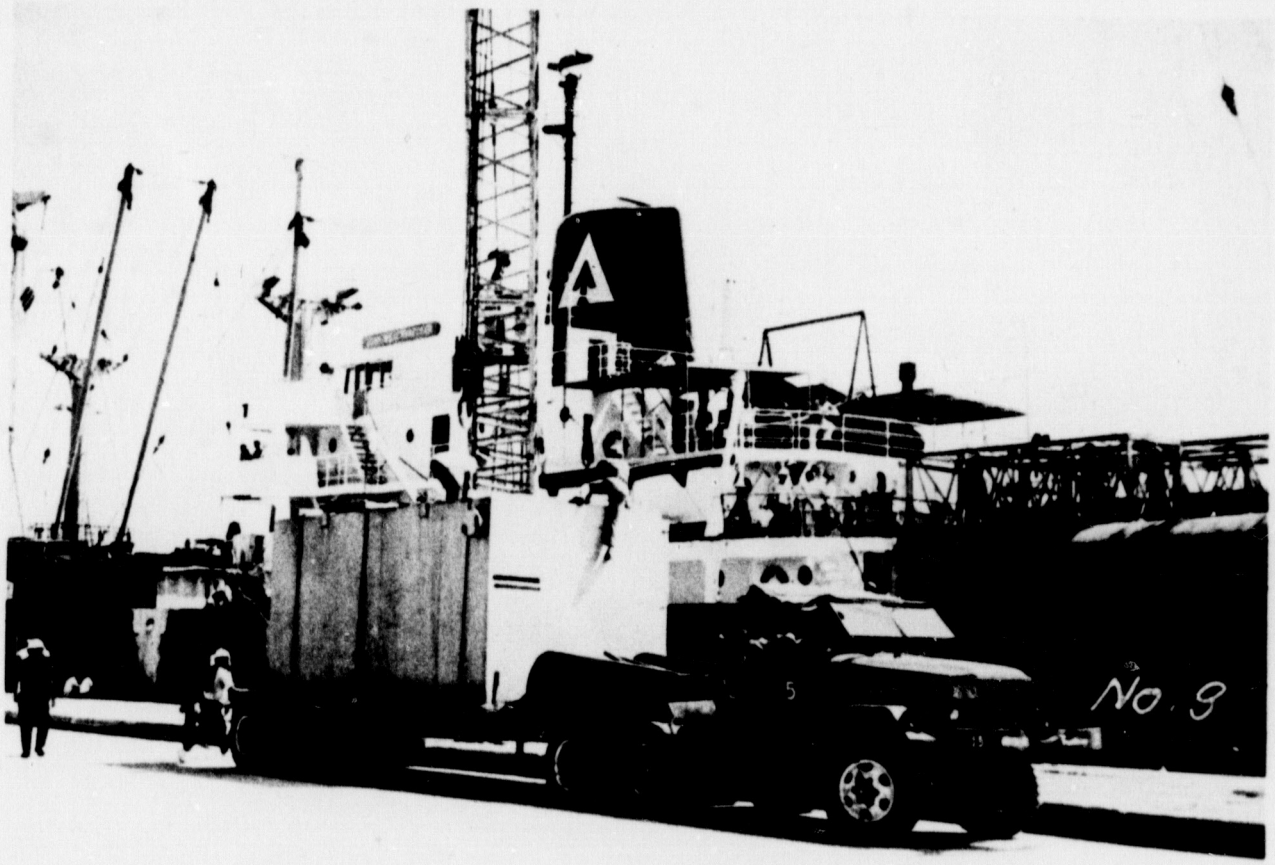

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MARCH 27 '44

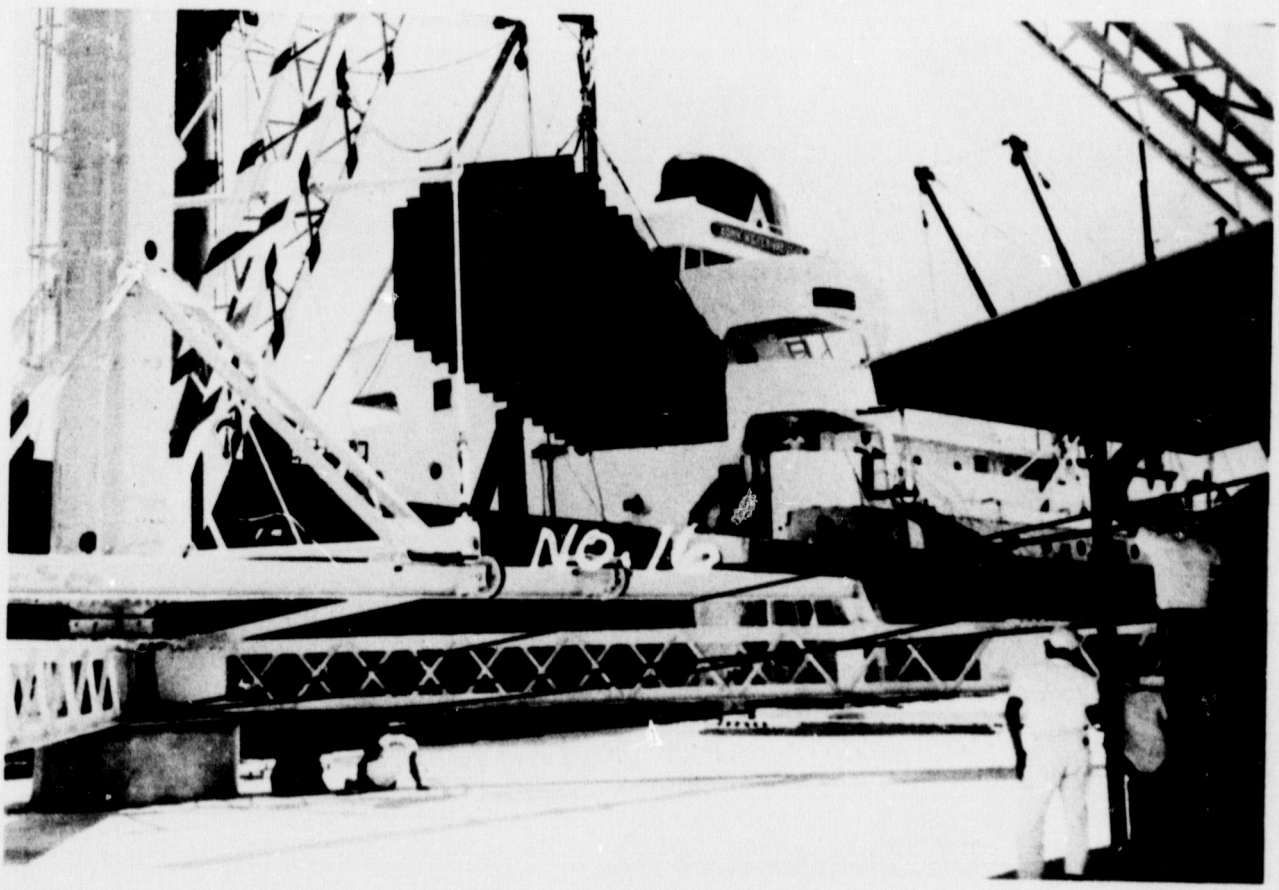
PLAINTIFFS' EXHIBIT 15

Photograph No. 9: Deck cargo discharged from No. 4

Photograph No. 16: Rubber lined tank from fore deck.

(See following page.)


No. 9

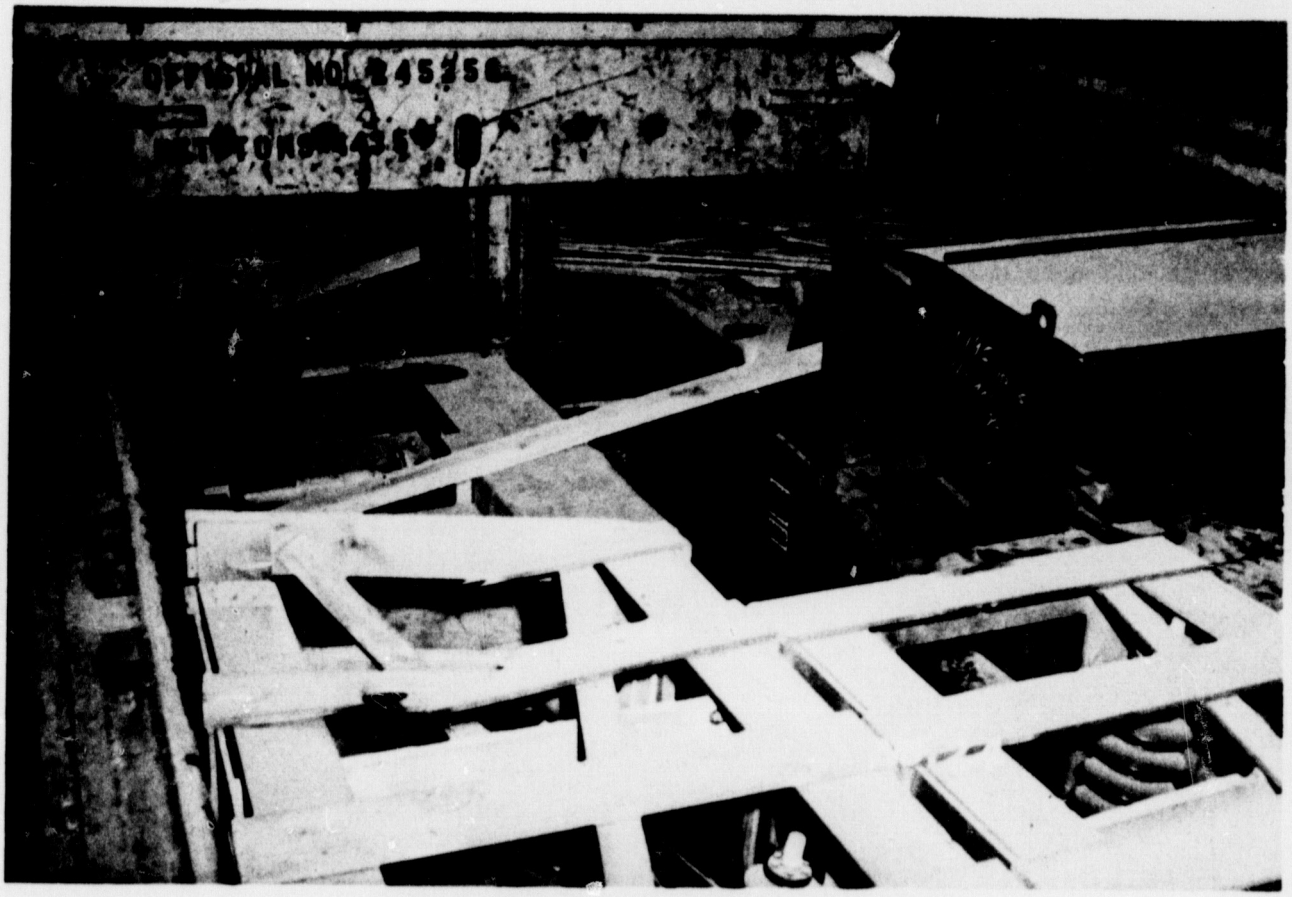


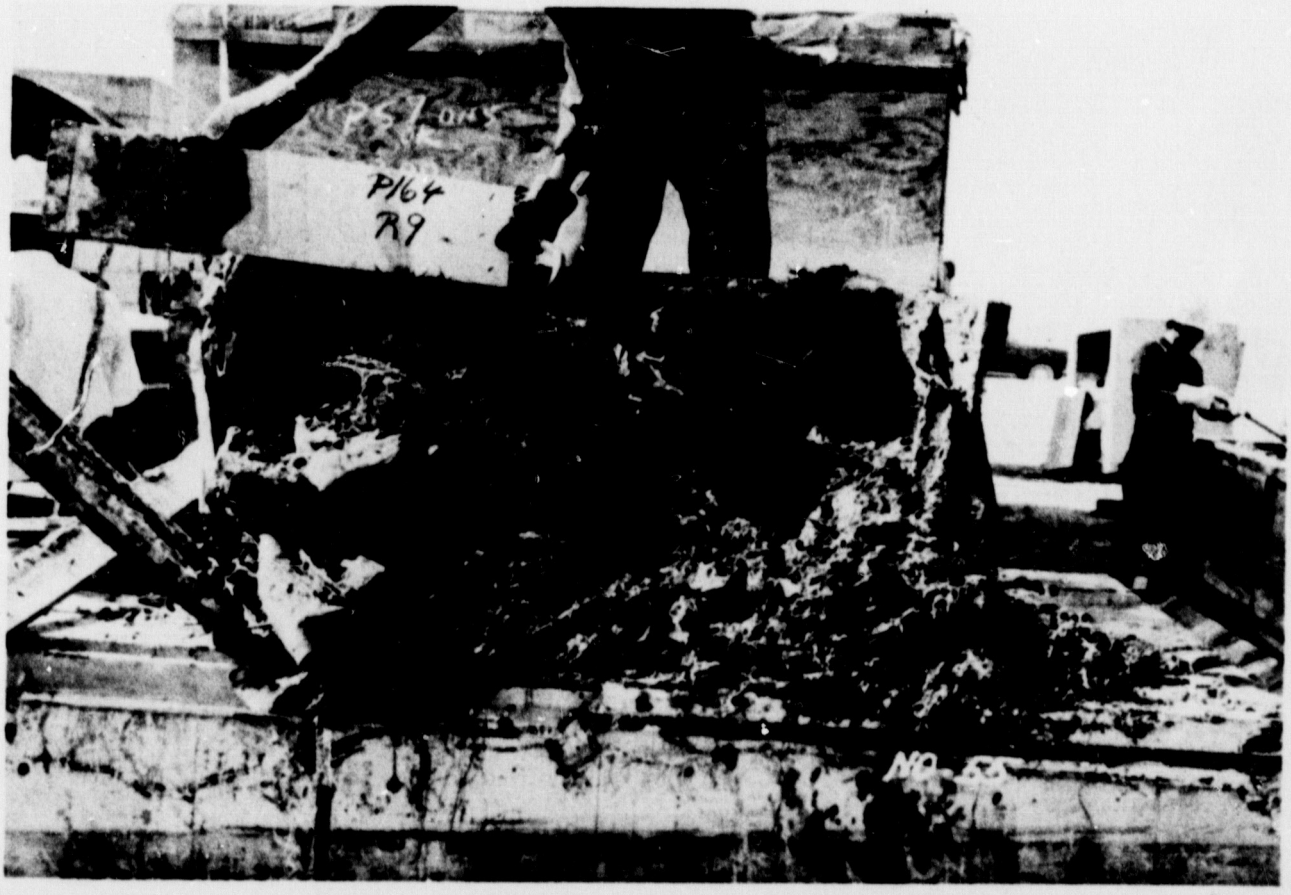
PLAINTIFFS' EXHIBIT 15

Photograph No. 24: No. 2 tween deck on opening 1820 March 27

Photograph No. 55: P-164 R-9 open for inspection ashore

(See following page.)



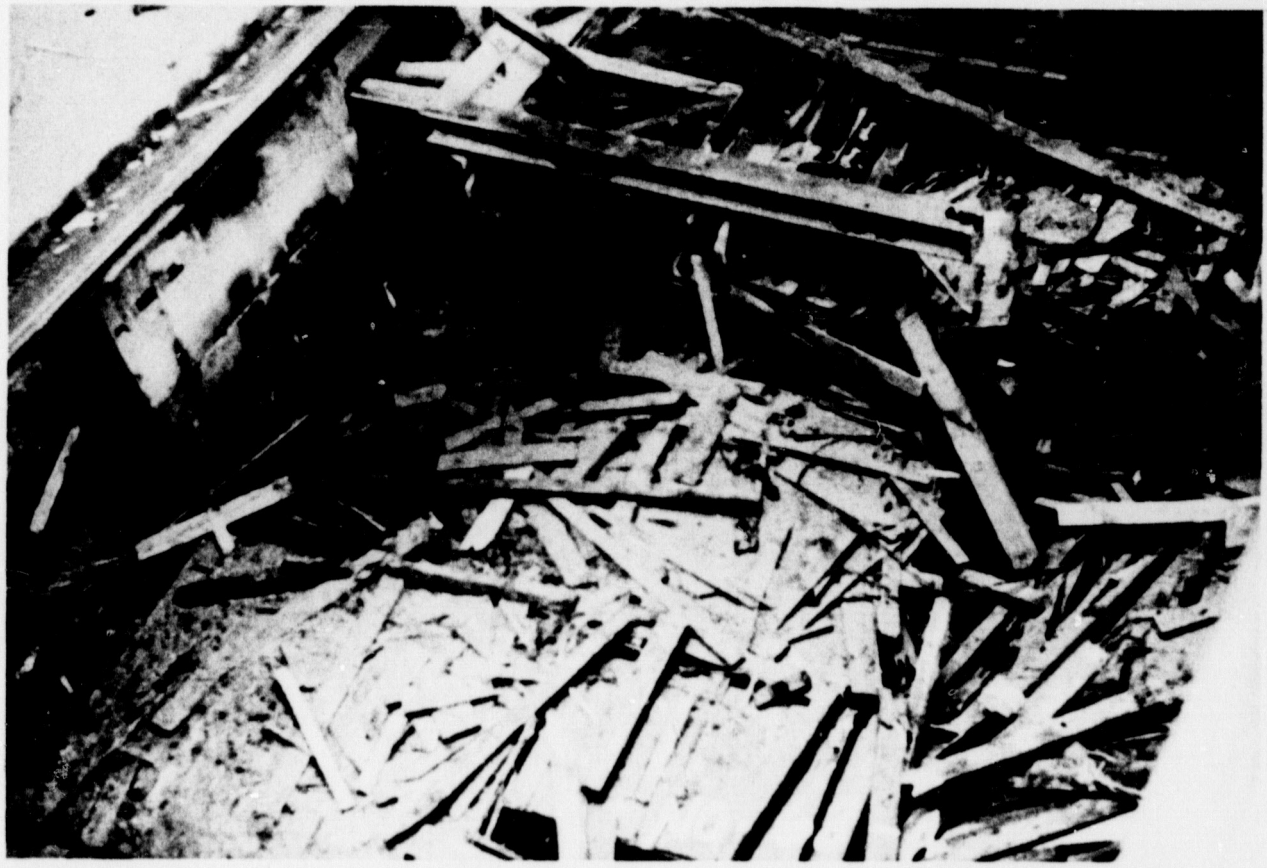

P164
R9

PLAINTIFFS' EXHIBIT 15

Photograph No. 68A: Case No. 121 from No. 2 lower hold

Photograph No. 88: Looking into No. 2 lower hold through wood bulkhead (lower section removed in Korea) on starboard side of No. 3 lower hold.

(See following page.)




NO. 88

PLAINTIFFS' EXHIBIT 15

Photograph No. 85A: Hull surveyor Berke inspecting port sanitary line and valve.

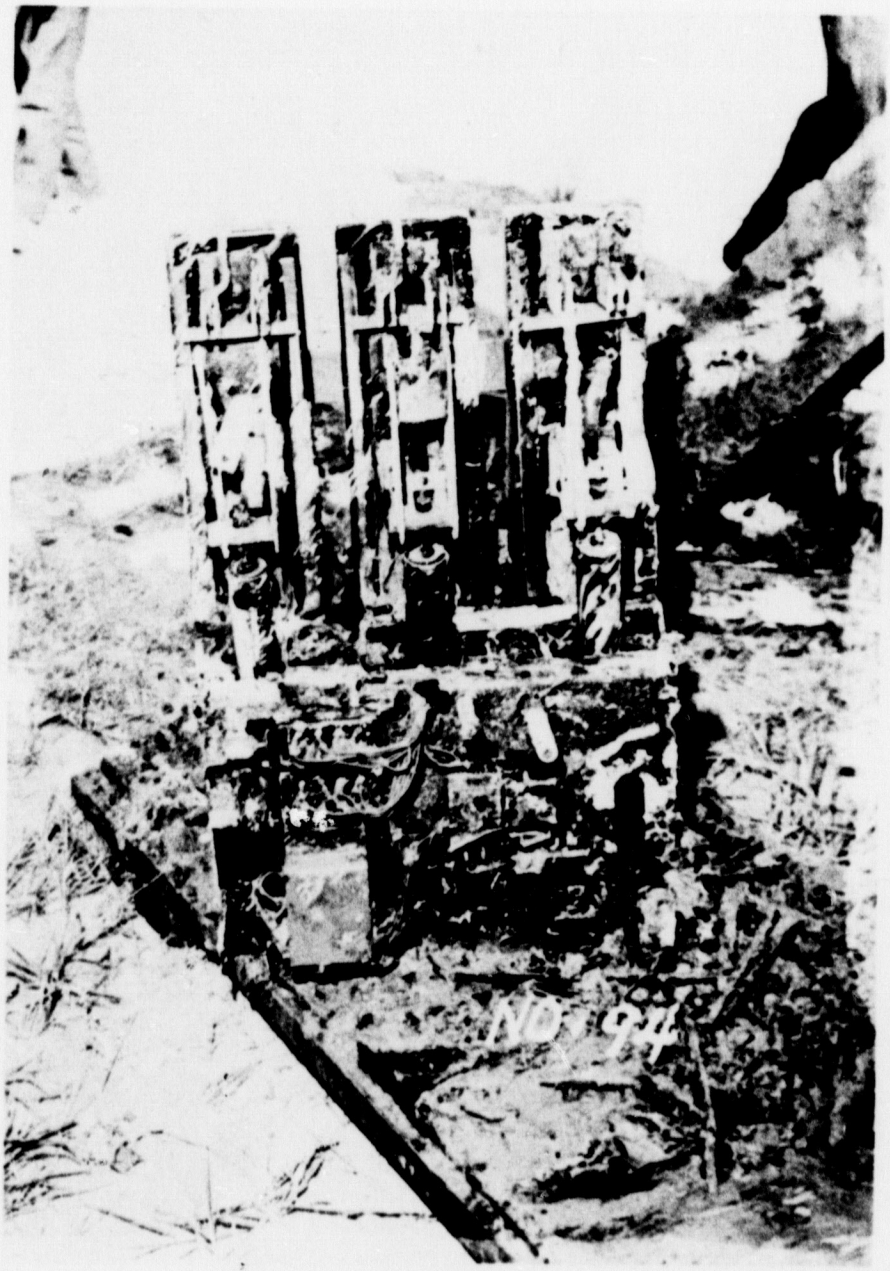
(See following page.)



PLAINTIFFS' EXHIBIT 15

Photograph No. 94: Circuit breaker - discharged adrift from case

(See following page.)



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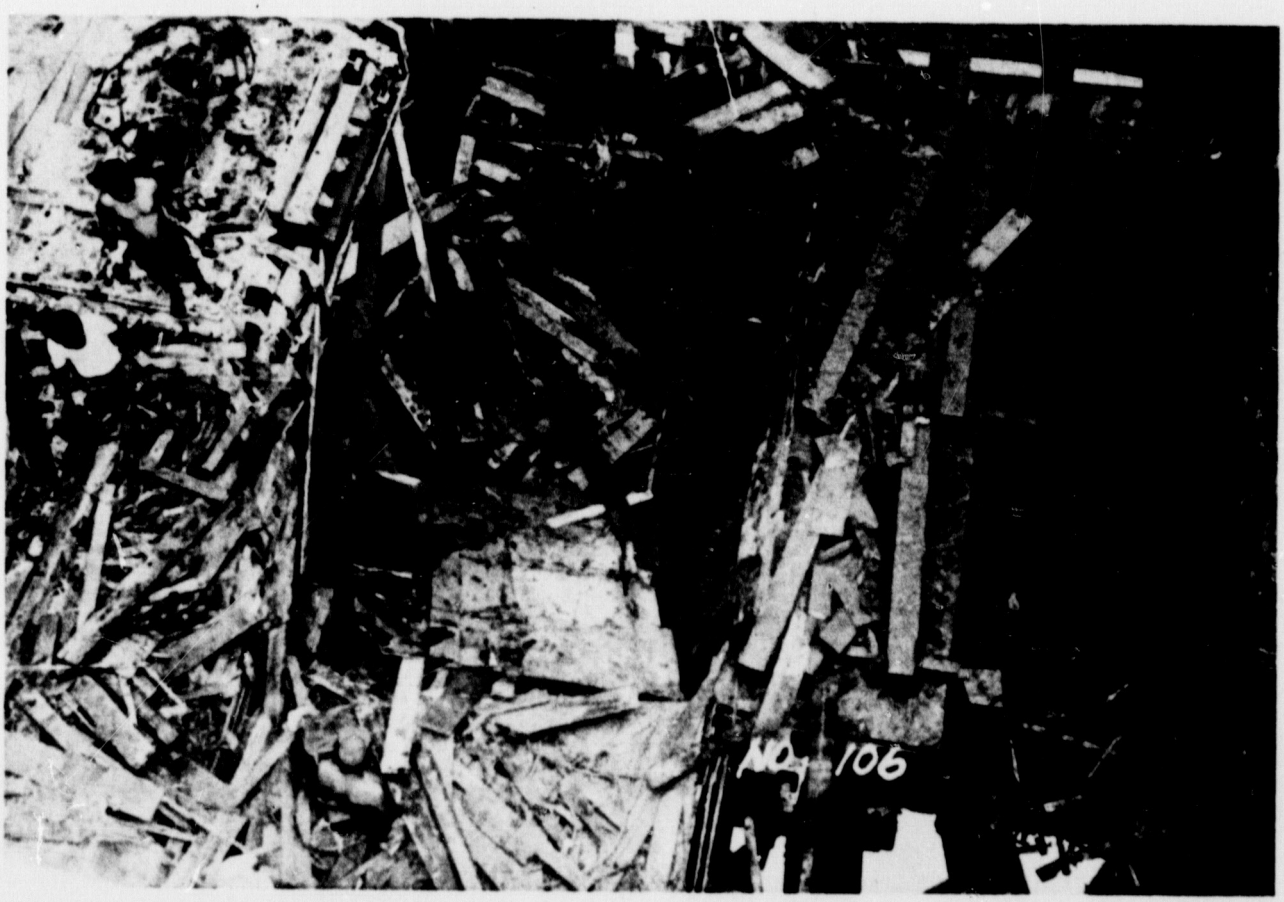
Photograph No. 101: P-261 No. 17/15 discharged from No. 2 L/H open for inspection

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Photograph No. 106: General view No. 2 L/H bottom tier in square

(See following page.)


P261
NO. 101


NO. 106

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Photograph No. 153: P-14. Note phosphate build up and adherence to case

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Photograph No. 163: Type bulkhead used between No. 2 and 3.

(See following page.)





PLAINTIFFS' EXHIBIT 17.

COURTNEY-SULLIVAN-DAVIES
and Associates, Inc.

Cable Address "COSURVEY"

Telephone 212 964-8441

Marine Cargo Surveyors & Consultants

45 JOHN STREET · NEW YORK, N.Y. 10038

Our No. 28474-WGD
May 5, 1967

Marine Office of America
123 William Street
New York, N.Y. 10038

Attention: Mr. V. J. Raffo

Re: SS "JOHN WEYERHAEUSER"
Voyage 22-F
Consigned to:
Iligan Integrated Steel Mills, Inc.
Iligan City
Island of Mindanao
Philippine Islands
Shipment:
Various pieces, crates and cases electrical equipment and parts for construction of and operation of Steel Mill (cold rolling mill) at Iligan City.

On March 1, 1967, we were advised through your office that cable advises had been received indicating that the No. 2 and 3 lower holds of the captioned vessel had been found with eight to twelve feet of water in them on arrival of the vessel at Moji, Japan, on or about February 22, 1967. The vessel was enroute from Baltimore, Maryland via Tampa, Florida and Panama Canal to Mokpo, Korea with a part cargo fertilizer - tri-sodium phosphate and thence to Iligan City, Mindanao, Philippine Islands to discharge the captioned shipment. The purpose of the stop at Moji, Japan was to secure additional bunkers and fresh water for the trip to Mokpo and Illigan.

On arrival at Moji, the vessel's master is said to have noted that the vessel was drawing more water than he had anticipated; the draft on arrival reported as being 27'6" forward and 27'9" aft. On determining the draft of the vessel and since he could not take bunker fuel as intended, the master had the crew investigate the various holds and thereafter reported that No. 2 and 3 were found with accumulations of water in them.

Immediately after making this discovery, the captain advised owners and both vessel's and charterer's agents of conditions found and the information was thereafter relayed to parties at interest. Arrangements were then made to pump the water from No. 2 and 3 lower holds by use of portable pumps.

The vessel is a "Liberty" hull built in 1944 as part of the World War II emergency shipbuilding program. It is however reported that in early 1960's the present owners of the vessel, Weyerhaeuser Company, spent considerable amount of money, reported close to $1,000,000 per vessel, to renovate this vessel and five others. Our examination of the vessel disclosed that considerable work had been done in the mid-ship house in the way of improving living quarters and the wheel house and further

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that much of the Tween Deck had been renewed; the original hatch beams and wooden hatch covers had been replaced by mechanical folding steel hatch covers both at the main deck and Tween Deck. In addition, Weyerhaeuser Company had, to facilitate use of these vessels in the lumber trade for which they were primarily purchased, removed the steel bulkheads between No. 2 and 3 lower hold and those in the Tween decks of the vessel, this being done to accommodate long lengths of timbers. There had also been installed in the wings of the vessel in No. 2 and 3 compartments, wing tanks to a height of approximately four feet. Additional alterations had been made in the deck machinery and the rigging of the vessel. The hull, deck machinery, hatch covers, etc. appeared to be in good repair and to have been well maintained.

We did note some wasting of ventilator trunks immediately forward of the deck house on the starboard side.

The vessel was under charter to New York Navigation Co. who in turn had contracted with Iligan Integrated Steel Mills, Inc. to carry specified tonnages of cargo between Baltimore and Iligan City on the basis of a freight agreement entered into by these two firms.

To the best of our knowledge there were no restrictions in this agreement as to other cargoes permitted to be carried at the same time as the cargo consigned to Iligan Integrated Steel Mills.

For the voyage in question, the charterers had provided a wooden bulkhead between No. 2 and 3 compartment made up of 2" x 8" and 2" x 10" sheathing nailed to vertical 8" and 10" dimension timbers. Similar bulkheads had also been provided in the Tween Decks. These bulkheads had then been covered with burlap in efforts to prevent sifting of cargo from one compartment into the other.

After erecting these bulkheads the vessel was laden with the steel mill equipment at Dundalk Marine Terminal, Baltimore, Md. between December 12, 1966 and December 16, 1966. There was loaded to the vessel at this port the following quantities of cargo:

No. 2 Tween Deck	102 Packages	226 Tons
No. 2 Lower Hold	188 "	725 "
No. 4 Tween Deck	139 "	274 "
No. 4 Lower Hold	536 "	552 "
No. 2 & 4 Hatches on Deck -Tanks & Trailers		227 "
		Total -2004 Tons

After loading at Dundalk Marine Terminal, the vessel sailed this port December 16, 1966 and proceeded Tampa, Fla. arriving there on December 22. At this port the vessel loaded 6996 long tons tri-sodium phosphate distributed as follows:

No. 1 Tween Deck	551 Long Tons
No. 1 Lower Hold	1447 " "
No. 3 Tween Deck	618 " "
No. 3 Lower Hold	2021 " "
No. 5 Tween Deck	868 " "
No. 5 Lower Hold	1491 " "
Total-	6996 Long Tons

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The vessel sailed Tampa, Florida December 23, 1966 and proceeded to the Panama Canal, arriving at Cristobol on December 29 on which date she proceeded to take bunkers. The bunkering continued until December 30. On December 31, shipyard workers and American Bureau Shipping Surveyor boarded the vessel with respect to needed engine repairs, these repairs continuing until January 13, during which time the vessel remained at Cristobol. On January 13, the vessel sailed Cristobol transiting the Canal and departed Balboa on January 14.

The vessel thereafter proceeded to Moji, Japan without incident where on arrival and as reported earlier water was found in the No. 2 and 3 compartments of the vessel.

After inspection was made by ABS representative at Moji, it was determined that both clapper valves in No. 3 compartment, port and starboard, had been leaking during the voyage and that these were the source of entry of the water into the No. 3 compartment.

Based on drafts sailing Tampa, the clapper valves were approximately 10" below the water line and on sailing Balboa were 34" below water line so that there was at all times pressure of sea water against these valves.

It is reported that the port valve casing was found with a crack approximately 1¼" to 1½" long and that the flange of the starboard valve was found leaking. It is our understanding on arrival of the vessel at Mokpo that the port clapper valve was removed and the casing repaired by welding of that area which was cracked. To prevent entry of sea water into the vessel from these sources cement boxes were built around these valves at port of Moji. However, the port box was removed at Mokpo so as to facilitate repair of the port valve casing after which no further leakage from this source was noted.

After discharge of the fertilizer cargo at Mokpo, which took a considerable period of time because of the wet and caked and hardened condition of the cargo in No. 3 hold, the vessel returned to Moji for additional bunkers, arriving Moji on March 19, 1967, sailing from this port on the same date.

We arrived in Japan late in the evening of March 19 in company with Mr. J. Donovan of Kelley, Donovan, Robinson and Maloof, admiralty attorneys acting on behalf of cargo underwriters.

The following morning, we proceeded to the offices of AFIA Finance Corporation, Marine Office of America's correspondent in Tokyo to determine what information this office had with respect to the movements of the JOHN WEYERHAEUSER and results of various surveys. It was at this time that we were advised that the vessel had arrived and sailed from Moji on the 19th of March and that it would therefore be impossible for us to board the vessel and make an examination of conditions existing.

It was during these discussions and subsequent discussions that we learned that when a hull surveyor attempted to board the vessel on her return to Moji from Mokpo as representative of cargo interests, he was refused entry into the No. 2 and No. 3 compartments by the master of the vessel. It was also noted at this time that we learned via cable advises from agents in Korea that the port clapper valve had been repaired although at that time we were unable

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to determine the nature and extent of repairs.

After making repeated efforts via telephone and cable to obtain information from representatives both in Moji and Mokpo the underwriters and vessel's agents and charterers, we requested that Mr. J. Tanikawa, the Marine Manager for AFIA in Japan proceed to Moji and interview the various persons involved in the surveying, repairs and providing services for the vessel while she was at this port in hopes that he might be able to develop information which would prove helpful in some future date in determining the exact cause of the water entry into the vessel.

It is our understanding that you have now received a written report from Mr. Tanikawa concerning his investigation at Moji.

After leaving Moji, the vessel proceeded to Iligan City, Mindanao in the Philippine Islands arriving there March 26, 1967 and she commenced discharging cargo at 0800 on March 27. We proceeded from Japan to the Philippine Islands on March 25 and arrived at Iligan City on March 27.

Prior to boarding the vessel, we attended a meeting on March 27 in the offices of Iligan Integrated Steel Mills, Inc. at which time all parties at interest in this matter were representated by both attorneys and surveyors.

The question of customs duty was raised and Iligan Integrated Steel Mills, Inc. agreed to investigate the various procedures which might be involved should it become necessary to abandon and/or return part of this cargo to the United States.

After various procedures as to methods of survey and determination of extent of loss had been discussed and agreements reached on procedures to be followed, we boarded the vessel in company with surveyor representing vessel's agents.

No. 2 cargo compartment was undisturbed, the Tween Deck and lower holds being as originally stowed.

We first entered the Tween Deck and made a cursory examination of the cargo finding all to be in good order condition with respect to water damage. However, we did note that the cabs of the crane units stowed in this compartment had been opened and entered; this being apparent by reason of dirty footprints and mud from the wet phosphates found over various areas of the cab's interior. It was noted that some instrumentation, switches and engine accessories had been removed from these units.

This apparently occurred while the vessel was in Korea discharging the fertilizer.

We thereafter entered the No. 2 lower hold. The top of the stow in this compartment consisted of boom sections and the lighter cases of equipment such as motor control units which were sheathed in plywood over 2" and 4" interior framing with the exception that in the square of the hatch there were one or two cases of heavier equipment such as conveyor sections for the cold mill which had been shipped by Blaw-Knox Co. It was quite evident however in looking down through the voids in the stow that there had been a serious accumulation of water in this hatch probably to a depth of 14 to 16 feet and further that there

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had been considerable "wave" action caused by the motion of the vessel during the voyage. As a result of this "wave" action, the top tier cases were splashed with a mixture of sea-water and phosphates as indicated by an accumulation of dried powdery substance over case surfaces.

It was further noted by looking through the voids in the stow that some of the bottom tier cases had collapsed as a result of continuous submersion in water which caused boards to swell, plywood to de-laminate. At this time the extent of collapse of the stow was not apparent. However, as discharge progressed, it was apparent that the deterioration of the lower tier cases was quite substantial and this had caused a settling of the stow as a result of the callapse of the bottom tier units.

Later investigation into this matter and by comparison of sailing drafts and drafts on arrival at Moji and determination of quantities of fuel and water consumed, it is estimated that there was between 1,000 and 1,200 tons of water taken into No. 2 and 3 compartment.

After inspection had been made in stow, it was agreed that the No. 2 hatch be opened and work commenced which was done. Discharge of No. 2 compartment began on the afternoon of March 27 and the No. 2 lower hold was opened at 1800 hours on March 28 and the discharge of bad order cargo commenced. Discharge of this compartment continued along with discharge of the No. 4 compartment through April 4 when at 1500 hours the last load was discharged from the No. 2 lower hold.

A number of the top tier cases discharged from the No. 2 lower hold, while showing indications of some "wave" action on their surfaces, were found with contents sound and intact after their discharge from the vessel and during inspection at the area set aside for storage of all No. 2 lower hold cargo. These units found sound are designated on our schedule attached hereto.

We also found a number of units such as boom sections, sheet metal terminal boxes, etc. which, while showing subjection to "wave" action and/or partial immersion, were in condition for reconditioning by cleaning, possibly sand-blasting and painting at Iligan. These units are also designated on the attached schedule.

As discharge progressed however it was found that cases which had been in direct contact with sea water and fertilizer showed very definite effects of the immersion and on opening these cases we found accumulations of a mud-like slurry in the bottom of the cases; this being an accumulation of fertilizer and water which had washed into the cases as a result of action of the vessel during the voyage. The deeper into the stow we progressed, we found that the accumulation of fertilizer was much greater and in fact a number of the bottom tier and second tier cases were found completely packed with accumulations of fertilizer. Those cases along the wooden bulkhead constructed between No. 2 and 3 compartment were found with not only accumulations of fertilizer therein but the fertilizer packed between these cases had hardened into a cement-like substance which resisted the attempts of air hammers to break the cases from stow. It was subsequently necessary to pull these cases from stow by use of ship's gear and heavy lift gear.

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After finding these conditions in the No. 2 compartment, we entered No. 3 to examine the bulkhead and found that there were openings of between ¼" and ½" between the sheathing boards forming this bulkhead and it is apparent that the water entering No. 3 flowed over and through the fertilizer stow and washed the fertilizer into the No. 2 compartment.

The fertilizer in its dry shipped form is in appearance similar to finely divided gravel or washed stone; the individual pieces being almost round and varying from 1/32 of an inch to approximately 1/8 of an inch in diameter. This causes the substance to have a very "fluid" action. This was demonstrated on the W. H. PEABODY which arrived after the JOHN WEYERHAEUSER in which there was no water entry. As a matter of interest, we examined this cargo in stow prior to it being disturbed and found that the dry fertilizer had sifted through the bulkhead and had accumulated between the packages forming the stow in the No. 2 lower hold of the vessel. In the instance of the PEABODY the same type of bulkhead and the same distribution of stowage had been followed with the exception that there were several heavy lift pieces in No. 1 and No. 5 lower hold.

It is therefore quite apparent that once this fertilizer became wet and formed a slurry that it would have no difficulty whatsoever penetrating the wooden bulkhead between No. 2 and No. 3 cargo compartment. We have mixed this fertilizer with water and find that it forms a very fluid mud.

As previously mentioned an open storage area within the premises of Iligan Integrated Steel Mills was set aside for the handling of all cargo from No. 2 lower hold. This was done so that once cargo was discharged an inspection of each individual piece could be made by both surveyors and representatives of Iligan Integrated Steel Mills Inc., manufacturer's representatives and representatives of Koppers Co., Inc., a firm concerned with the design of the mill and assisting in its construction and operation.

As discharge of cargo progressed past the upper tiers in the No. 2 lower hold, it was found that many of the packing cases were water-logged to such an extent that boards had expanded forcing the nails out of the cases and that, as a result, cases had collapsed leaving many of the units such as motor generator sets, large electric drive motors and various conveyor sections partially or totally unpacked. It was further noted especially in the two lower tiers that in handling cases during discharge and as a result of the large accumulations of fertilizer within the cases, the bottom of the cases broke away because of the additional weight of the fertilizer causing cases to collapse and here again many units were discharged completely uncased.

In instances where cases remained intact on opening these units in the storage area, we found accumulations of fertilizer over all surfaces of the units and many instances caked several inches deep and hardened into a cement-like substance. With respect to very large drive motors and large pieces of equipment we found accumulations of the fertilizer a foot or more deep within these units and all surfaces of these units generally coated with a hardened mass or coating of fertilizer. In some instances, particularly in bottom tier cases removed from the after section of the hatch, we found entire packing cases , some of them five to six feet in height, completely filled with fertilizer and the

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units contained therein completely encased in fertilizer, portions of which had hardened.

We further noted on examining these units that there was severe corrosion of various metal surfaces, this being caused not only be action of the fertilizer and sea water but also in our opinion by electrolysis because of the number of dissimilar metals in close proximity one to the other submerged in a mixture of sea water and tri-sodium phosphate.

A number of units, those constructed primarily of sheet metal such as motor control units, air filter units, etc. which had been packed in wooden cases which disintegrated or fell apart during discharge were found not only to be severely corroded and covered with accumulations of fertilizer but were badly distorted, bent and twisted as a result of collapse of stow and/or collapse during discharge operation. In many instances, it was found that metal had disintegrated to such an extent that many pieces could be broken from the equipment by light hand pressure.

The condition of the cargo as found at time of discharge suggested to us that it had been submerged in water for a considerable period of time prior to the date on which the discovery of water was reported on February 22, 1967.

Pictures of the entire discharge operation have been made and we have retained in our files a set of 235 photos which depict the operation from beginning to end and especially the bad order condition of the cargo at time of discharge and also conditions existing in the hold during course of discharge.

Efforts at removal of caked phosphates were not successful as sufficient water pressure was not available. To preserve value and prevent damage by breakage those units which had been opened were recoopered and those with broken skids were repaired for the return voyage.

Those units found sound and acceptable to all parties at interest were immediately removed from the storage area and placed in normal warehouse storage by the consignee.

Those units set aside which were considered by all at interest to be in condition for reconditioning were removed to another outside storage area where reconditioning commenced by employees of the consignee.

Thereafter, the various units held as damaged and not capable of being reconditioned at Iligan were examined by representatives of International General Electric, Westinghouse Corporation and Blaw-Knox.

Based on our own observations and discussions with these various representatives, determinations were made as to those units which no longer had commercial value and those which had some potential value if returned to the United States. Units in these categories are also indicated on our schedule attached hereto.

After making these determinations, it was thereafter necessary to complete documentation for customs authorities and to participate in discussions with representatives of this agency so as to

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arrange for the return of various units to the United States and obtain export licenses from the Philippine Government for this movement and also avoid duty payment with respect to these units.

It was further determined that to avoid payment of duty on those units considered as having no commercial value, it would be necessary to abandon these units to Philippine customes authorities and agree to disposition of the units by such authorities.

Application for this abandonment was made while we were in the Philippine Islands and necessary documentation was provided to customs authorities and we have recently been advised that such an abandonment has been accomplished.

It is expected that no proceeds will be forthcoming with respect to the disposition of the abandoned items. It is, in our opinion, doubtful that these items will have any value whatsoever to anybody even as scrap metal because of the severe accumulations of fertilizer over their various surfaces and in and about the cases in which they are contained.

With respect to those items being returned to the United States for possible repair and/or salvage of usable parts, arrangements have been made for examination of these individual units at the port of discharge, San Francisco, California by teams of engineers from each of the vendors involved so that a determination can be made at the port of discharge as to potential salvage value and then consideration given to additional transit costs to be incurred and other handling expenses so that with respect to each individual item we should be in a position to determine what the potential slavage value is once it has been returned to the vendor's premises.

We have recently received through your offices and also through Marsh & McLennan, brokers representing the consignee, copies of the consignee's claim statement.

We have reviewed this preliminary claim statement and compared FAS value used with those set forth in invoices and packing lists covering each of the units involved. In most instances, values used are supported by invoices. However, in some instances, invoices cover a number of units some of which are not involved in the casualty. In such instances, both consignee and our office have assigned values to each unit based on our estimations of the unit's value in relation to the total units covered by the invoice and the total invoice value. Our total FAS value relative to the units being returned to the United States is approximately $20,000 to $30,000 less than that as presented by the consignee. The consignee's broker has suggested a payment of $1,420,000 and we suggest this be reduced to $1,400,000.

Consignee has added freight and other expenses incurred to determine the landed value of the units at Iligan City at Mindanao.

We have discussed with consignee various problems involved in the repair and/or replacement of the units damaged in the No. 2 compartment of this vessel and also various time limits for construction schedules which they are working against.

We reviewed with the consignee the original invoices and packing lists and in all instances the minimum advance required by manufacturers before they would proceed with the work order was

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20% of the total value of the units. In many instances, it was further required that payments be made on account. In the instance of these units, it is going to be required that many of the units be pushed into manufacturing schedules and rushed to completion so as to meet the building schedule at Iligan City. It is felt that to accomplish this some manufacturers may require higher deposits as an inducement to force these units into their production schedules. It is for these reasons that the consignee is requesting at this time a total loss payment with respect to those units abandoned and a payment on account with respect to those units being returned to the United States for possible reconditioning and/or salvaging of usable parts. It is to be remembered also that there is a possibility that some of the units being returned to the United States may not have commercial value on being landed here and these units will have to be declared as having no commercial value at the port of San Francisco.

It is also possible that, in many instances, it will be required or suggested to the consignee that letters of credit be opened for each of the vendors involved against the total commitment for rebuilding and reconditioning and it is quite possible that there may not be funds available for such letters of credit through the various banking facilities presently involved in this project, Eximbank and Philippine Development Bank.

As an alternative it might be possible for underwriters to consider providing the consignee with a letter of guarantee that as funds are required, the underwriter will respond for payments to the consignee against billings made by each of the vendors up to the limits of liability of the underwriter in each instance.

We have in our possession the original packing lists and shipping invoices covering units involved in this casualty. However, many of these are invoices covering a group of units, some of which were not involved in the casualty and the pro rata value has been assigned to those units included in such invoices and which were involved in the casualty.

We have requested Koppers Co., Inc. to obtain from each of the vendors individual per package invoices covering each of the units involved in the casualty and these invoices will be available for presentation for final claim in this matter.

If there are any questions concerning this matter which we may be in a position to clarify, we will be pleased to discuss this matter with anyone or all of the underwriters involved.

All action taken by us is without prejudice to the rights of whom concerned and subject to the terms and conditions of the policy of insurance.

Yours faithfully,

COURTNEY-SULLIVAN-DAVIES
AND ASSOCIATES, INC.

W. G. DAVIES, JR.

Encl.

PLAINTIFFS' EXHIBIT 36

Photo taken by Burke of Weldmet, #3 Port Clapper Valve

PLAINTIFFS' EXHIBIT 37

Photo taken by Burke of Vent Truck into #3 lower hold.

(See following page.)





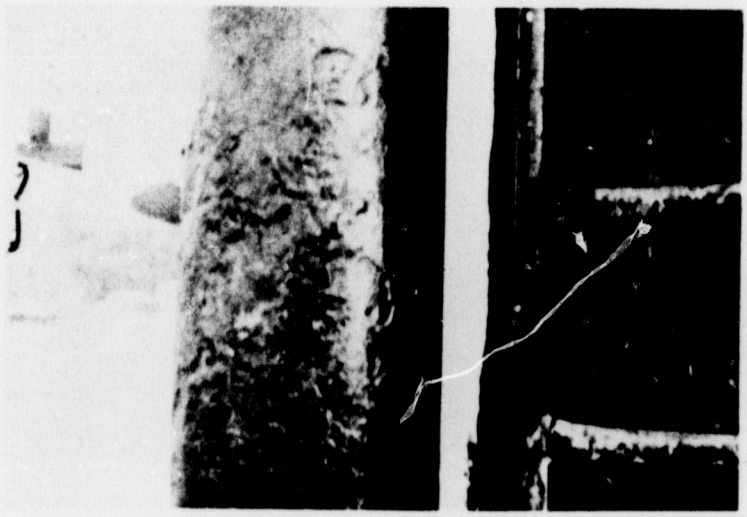
PLAINTIFFS' EXHIBIT 38

Photo taken by Burke of Vent.

PLAINTIFFS' EXHIBIT 39

Photo of man climbing up to Clapper Valve.

(See following page.)



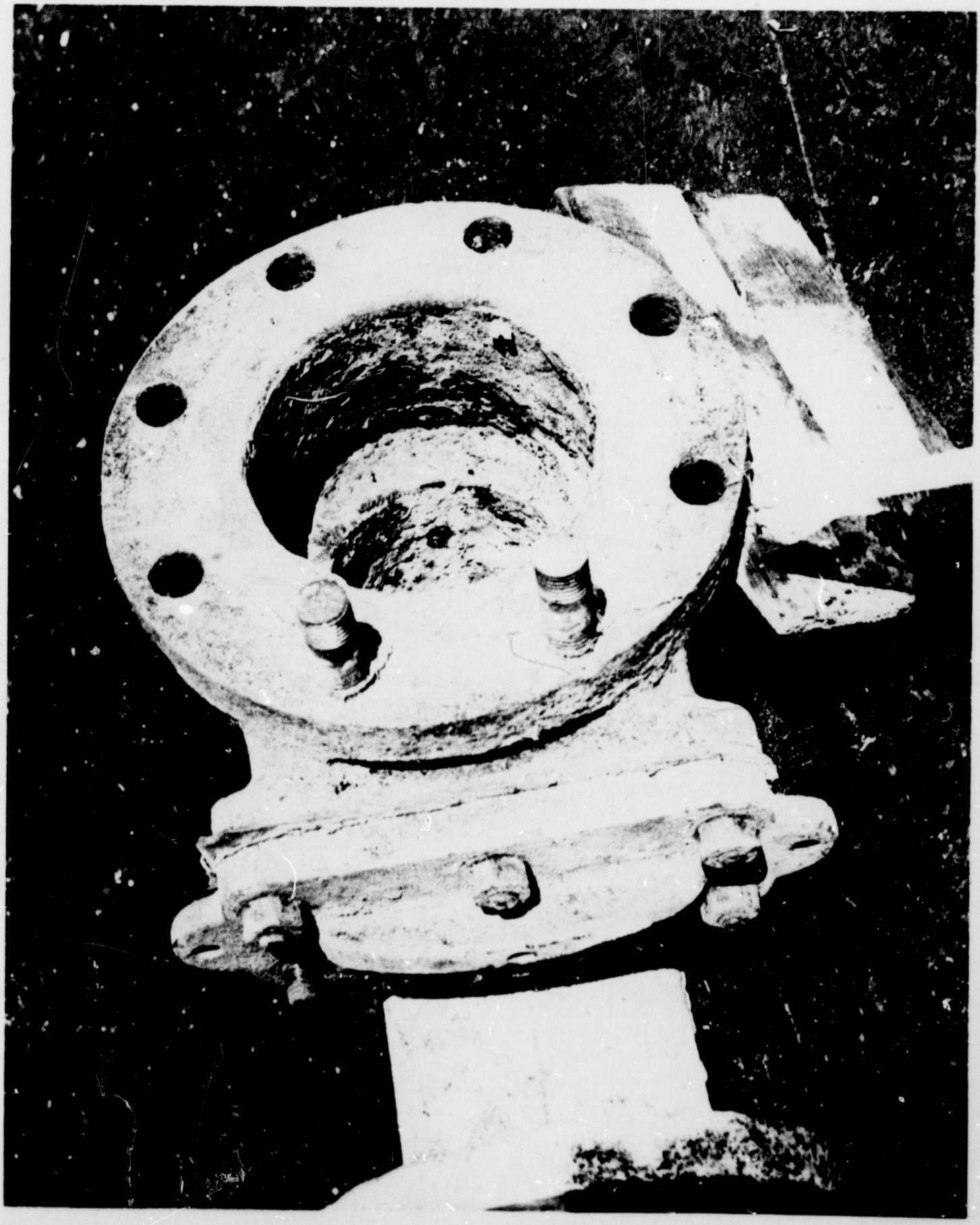


PLAINTIFFS' EXHIBIT 40

PLAINTIFFS' EXHIBIT 42

Black and white photo (stipulated to by Weyerhaeuser only; objected to by New York Navigation).

(See following page.)



PLAINTIFFS' EXHIBIT 43

Black and white photo

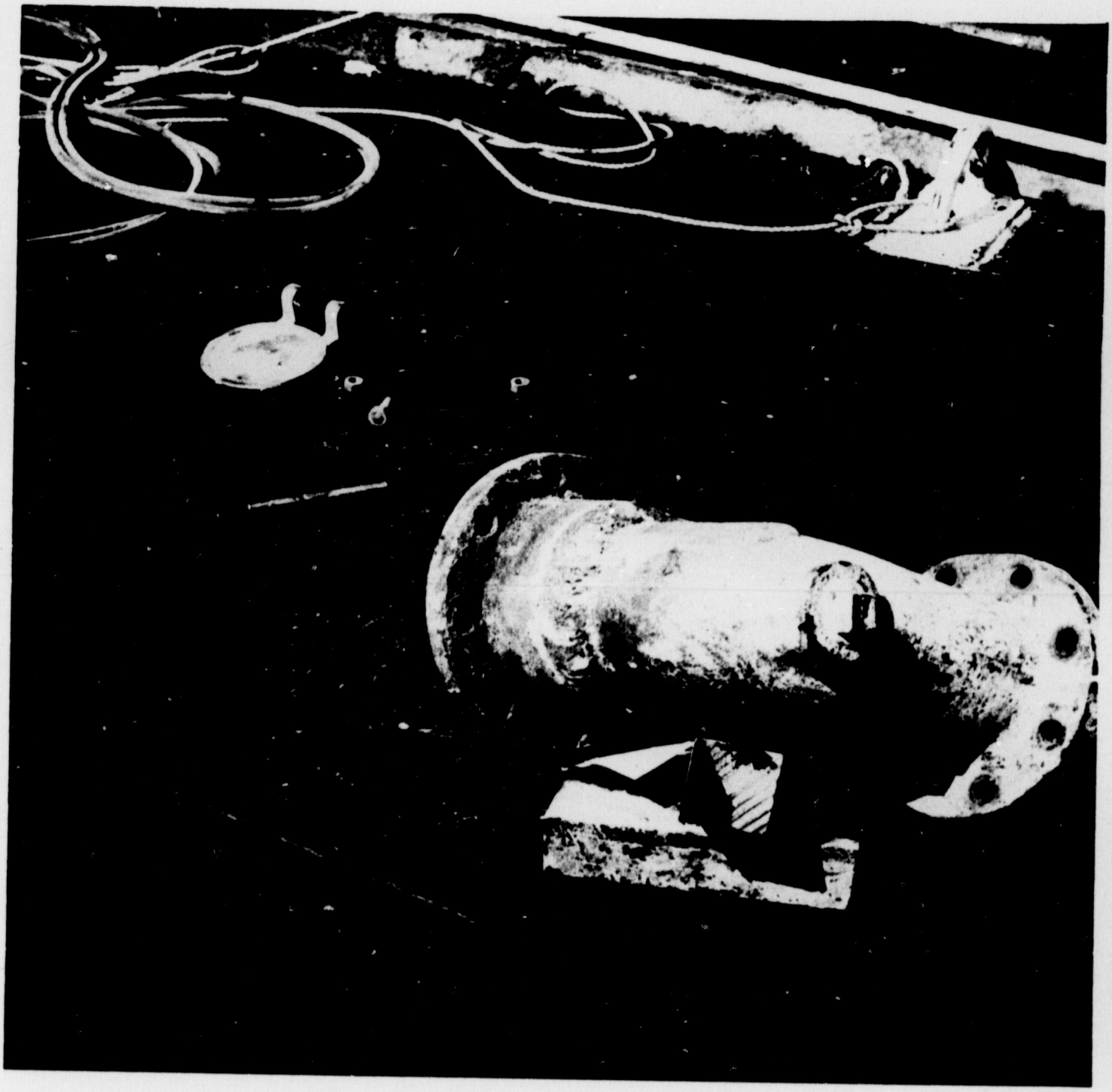
(See following page.)



PLAINTIFFS' EXHIBIT 48

Black and white photo

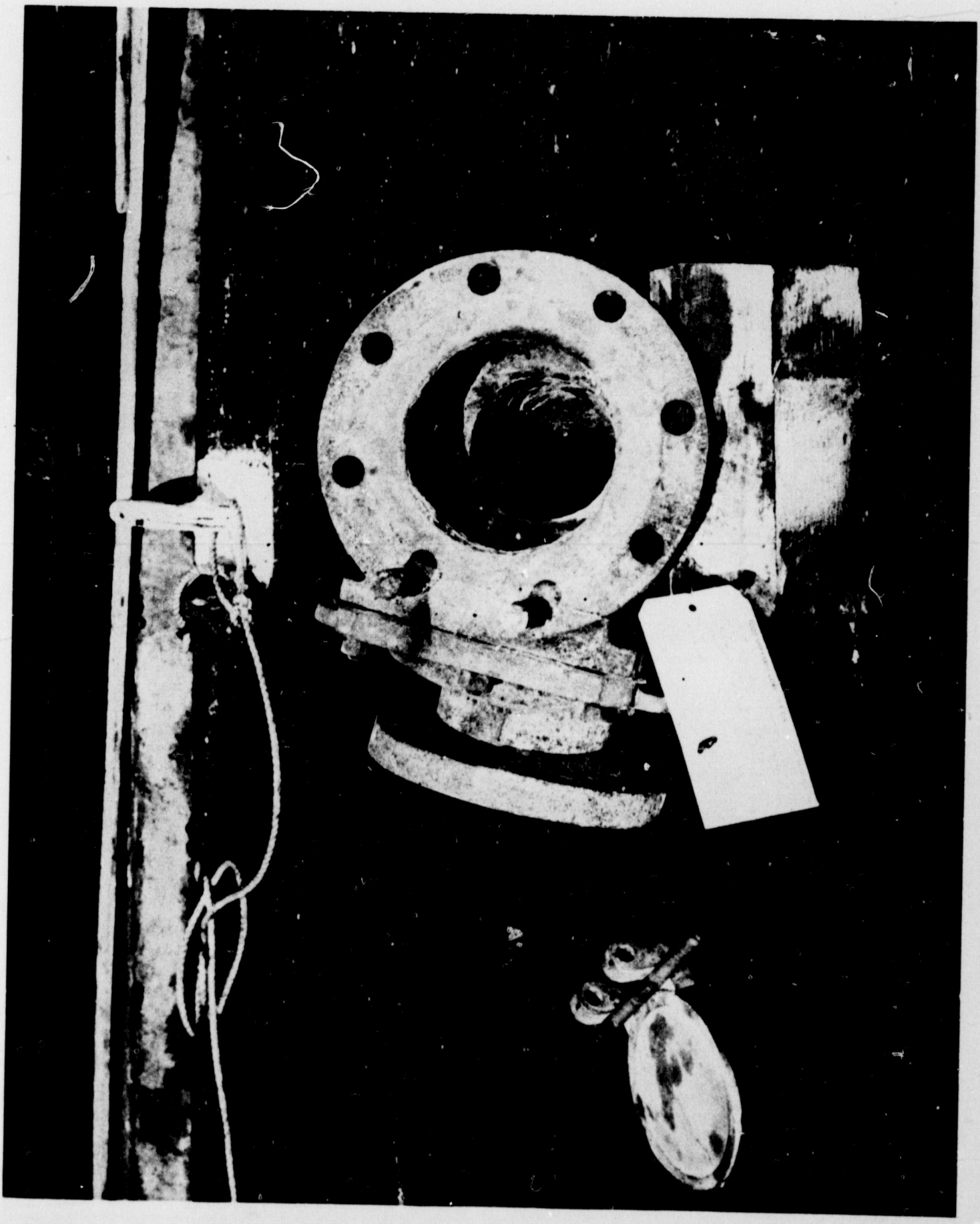
(See following page.)



PLAINTIFFS' EXHIBIT 52

Black and white photo

(See following page.)



PLAINTIFFS' EXHIBIT 65

Black and white photo

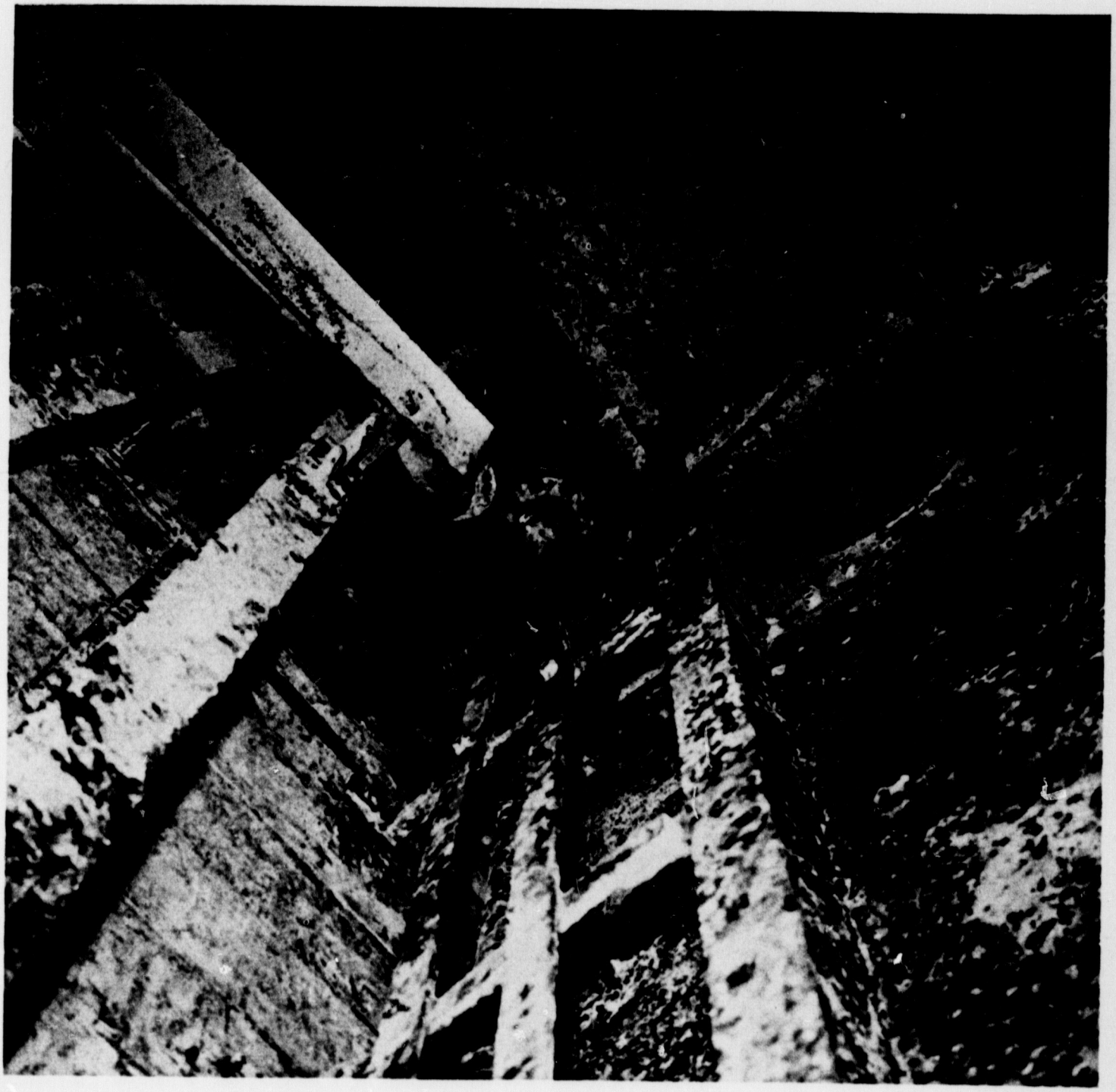
(See following page.)



PLAINTIFFS' EXHIBIT 66

Black and white photo

(See following page.)



PLAINTIFFS' EXHIBIT 73

March 29, 1967

The Master
S/S "John Weyerhaeuser"
Port of Iligan
Iligan City

Re: John Weyerhaeuser Time Charter dated Sept. 7, 1966

Dear Captain:

We have been officially notified by the Receivers of Cargo carried by s/s "John Weyerhaeuser" to Iligan, Iligan Integrated Steel Mills Co., Inc., that they hold New York Navigation Co., Inc. responsible for all damage to cargo in No. 2 lower hold which may have been caused by the flooding of the hold.

They also notify us that they may not be able to maintain the required discharge rate due to the condition of the cargo and will not therefore accept any demurrage costs. Additionally, they anticipate extra labor and handling costs for which they hold us responsible.

We regret that we must in turn hold you, your vessel and owners similarly responsible for all damages to cargo, for cost of delay to vessel and any demurrage and for any additional labor or handling costs which may be involved.

Yours very truly,

ALAN H. HARLEY
New York Navigation Co., Inc.

cc: Mr. McHune, Attorney for Owners
Mr. Arturo Diago, Agent for Owners
Mr. Ortega, Ross Selph and Salcedo

PLAINTIFFS' EXHIBIT 74

ALAIN de BOUTHILLIER
RESUME OF EXPERIENCE

EDUCATION

U.S. Merchant Marine Academy Graduated May 1944. In 1950 received B.Sc. Degree conferred retroactively for professional attainments.

Georgetown University Entered September 1948 and graduated June 1951 with B.S. Degree, majoring in shipping and international trade.

American University Graduate study in Traffic Management and Public Administration on U.S. Government scholarship, 1951-52.

PROFESSIONAL QUALIFICATIONS

Hold Fifth Issue of U.S. Coast Guard Master Mariner's License, Unlimited.

Affiliate, Society of Naval Architects and Marine Engineers.

Member, Council of American Master Mariners.

Member, Society of Maritime Arbitrators.

BUSINESS EXPERIENCE

Farrell Lines, Inc. From July 1944 to August 1948 served successively as third, second and chief mate on steamers in world-wide and African berth service.

Department of the Navy Entered Navy Hydrographic Office, Washington, D.C. September 1950 as Cartographic Aide. Duties were technical, entailing transfer of hydrographic data from various sources to large scale survey charts. January 1951 promoted and transferred to Commercial Water Traffic Division of the Military Sea Transportation Service as Contract Administrator, determining approval or rejection of invoices submitted by commercial owners for reimbursement of funds expended under terms of time charters with the Government.

PLAINTIFFS' EXHIBIT 74

Promoted to Head, Policy and Procedures Branch, formulating plans and procedures for movement of all military cargo by commercial shipping. Instituted systems for operation of MSTS chartered vessels.

Farrell Lines Inc. Returned to this company as Assistant Port Captain in September 1953. Duties were usual for the position with collateral duty of supervising the supply and repair requirements of the company's Feeder Fleet based on the West African Coast. Also served as Master on coastwise voyages of the company's liner vessels.

Promoted to Assistant Marine Superintendent in October 1955, assisting in the supervision and operation of the Marine Department of 31 staff, 14 cargo ships and two passenger vessels on the government subsidized West, South and East African berth service. Directly responsible for the selection, appointment and discipline of Masters, Chief Engineers and Licensed Officers on all the company's ships. Supervised conduct of Line's labor relations with seagoing unions. Coordinated company's new ship construction program, making economic and characteristic studies as required. Appointed member of AMMI Committee on MSTS Time Charters and elected spokesman of joint AMMI-ASTSA meetings with MSTS in Washington.

Promoted to Technical Assistant to the Executive Vice President in January 1957, with the major responsibility of supervising the conduct of the company's Liberian operations comprising four feeder vessels operating on regular schedules on the west coast of Africa, a floating drydock, machine shops, warehouses, office buildings, residences and 75 employees. Negotiated land leases and administered biddings and construction contracts for buildings and vessels. In addition, directly assisted the Executive Vice President in the daily coordination of the Traffic, Marine and Terminal Departments. Participated in the scheduling of the Line's vessels on both subsidized trade routes, and in charge of all chartering activities. Continued to serve as coordinator of new ship construction. Appointed member of Technical Committee of CASL and USCG Safety of Navigation Committee recommending U.S. policy for the Safety of Life at Sea Convention, London 1960.

Peninsular Navigation Corporation. Joined this American Shipping Company owning and operating dry cargo and tank vessels in world-wide tramp service in October 1959 as General Operating Manager. Selected

PLAINTIFFS' EXHIBIT 74

and appointed allagents world-wide approving all Agency Accounts. Negotiated all stevedore contracts and administered rates. Supervised negotiation and placing of all marine insurance and administration of claims. Directed activities of Marine Department, including labor relations, purchasing, maintenance and repair dealing directly with shipyard management when necessary. Handled chartering negotiations, letters of credit, arranged financing of freight with Bank management and approved voyage revenue estimates. Dealt with attorneys on major issues. Negotiated disputes and supervised bids with both U.S. and foreign government agencies.

Grace Line, Inc. Accepted position of Assistant to the President of this company in March 1964. In addition to administratively assisting the President in the broad management of this diversified shipping enterprise with special reference to budgetary and other financial controls and handling all chartering and ship sale and purchase activities, had the special responsibility of exploring and developing new concepts in marine transportation.

Elected Assistant Vice President in October 1966 and appointed General Freight Traffic Manager. Supervised the Booking, Scheduling and Container Control Departments, generating freight traffic for 18 American flag vessels and 3,200 containers serving the Caribbean and West Coast of South American From East Coast United States ports. Coordinated stevedoring operations so that vessel schedules could be maintained. Dealt extensively with Government agencies on numerous regulator matters, including the granting of waivers for U.S. Flag priority cargo.

Elected Vice President May 1, 1967 with responsibilities as General Manager of the Marine Operations Division, one of five profit centers of the company, operating two 300 passenger vessels, four 114 passenger vessels, eight general cargo vessels and five Government-owned vessels for which Grace Line acted as General Agent. Responsible for preparing and administrating an annual budget of better than $36 million. Supervised the functions of the Port Captain, Port Engineer, Port Steward, Port Purser, Marine Personnel, Labor Relations and Loss Prevention Departments. As of January 1, 1969 assigned additional responsibilities for the maintenance and repair of the company's 3,200 containers and 90 chassis.

PLAINTIFFS' EXHIBIT 74

Currently. February 1970 entered the practice of marine consulting in association with the firm of Francis A. Martin and Ottaway, Inc. Clients include admiralty attorneys and commercial shipping companys. Additionally, appointed to the Tonnage Review Committee of the New York Shipping Association by the Board of Directors to hear requests of individual members of the industry for modification of the monetary assessments on cargo by the NYSA with the power to order an appropriate modification if deemed advisable.

S/S JOHN WEYERHAEUSER - BILGE SOUNDINGS - BILGE PUMPING & DRAFTS

NOTE ① Bilge Soundings of 7" or less considered not sufficiently high to record. NOTE ② Drafts marked * calculated

WILSON JONES FORM 650 10	No. 1 P	No. 1 S	No. 3 P	No. 3 S	No. 4 P	No. 4 S	No. 5 P	No. 5 S	Pumping Notations from Ch. Engrs. Log	Mean Draft
									HOREHEAD, NC. TO NORFOLK, VA. - JULY 21 1966 TO SEPT 6 1966	
6/27/66									Pump #2 P - 8/17 PM	
7/5/66									Pump #3 P - 8/17 AM	
7/8/66									Pump #3 P - 8/17 PM	
7/13/66									Pump #3 P - 8/17 PM	* 28'04"
7/21/66									Pump #3 P - 8/17 AM #3 P - 8/17 PM	* 27'[illegible]"
7/23/66									Pump #3 P - 8/17 PM	* 27'06"
7/31/66									Pump #1-2-3-4-5 PLG - 8/17 AM	* 27'04"
8/3/66	AM		15"	0"					Pump #3 P - 8/17 AM #3 P - 8/17 PM	27'02"
	PM 10		13"	0"						27'02"
8/5/66	11								Pump #3 P - 8/17 PM	* 27'06"
8/6/66	AM 12		No Soundings						Pump #3 P - 0300 - 0600 - 8/17 AM - 17/4 PM - 1800 - 2200	
	PM 13		2"	0"						
8/7/66	AM 14		2"	0"					Pump #3 P - 0200 - 0600 - 8/17 AM - 17/4 PM - 1800 - 2200	
	PM 15		3"	0"						
8/8/66	AM 16		3"	0"					Pump #3 P - 0200 - 0600 - 17/4 PM - 1800 - 2200	
	PM 17		3"	0"						
8/9/66	AM 18		1"	0"					Pump #3 P - 0200 - 0600 - 8/17 AM - 1850 - 2000	
	PM 19		0"	0"						
8/10/66	AM 20		No Soundings						Pump #3 P - 0200 - 0600 - 8/17 AM - 17/4 PM - 1800 - 2200	
	PM 21		No Soundings							
8/11/66	AM 22		0"	0"					Pump #3 P - 1800 - 2200	27'08"
	PM 23		0"	0"						
8/12/66	AM 24		14"	3"					Pump #3 P - 1800 - 2200	26'07"
	PM 25		7"	6"						27'1"
8/13/66	AM 26		15"	10"					Pump #3 P/S - 8/17 AM - 17/4 PM - 1800 - 2200	27'08"
	PM 27		0"	7"						27'08"
8/14/66	28								Pump #3 P/S - 0300 - 0600 - 8/17 AM - 17/4 PM - 1800 - 2200	
8/15/66	29								Pump #3 P/S - 0300 - 0600 - 1800 - 2200	
8/16/66	30								Pump #3 P/S - 0300 - 0600 - 1800 - 2200 (also - 1600 [illegible] [illegible])	
8/17/66	31								Pump #3 P/S - 0300 - 0600 - 1800 - 2200 (also - 1600 [illegible])	
8/18/66	32								Pump #3 P/S - 0300 - 0600 - 1800 - 2200	
8/19/66	33								Pump #3 P/S - 0300 - 0600 - 1800 - 2200	
8/20/66	34								Pump #3 P/S - 0300 - 0600 - 8/17 AM - 1800 - 2200	
8/21/66	35								Pump #3 P/S - 0300 - 0600 - 17/4 PM - [illegible]	
MADE IN U.S.A.	36									

PLAINTIFFS' EXHIBIT 75

WILSON JONES — FORM 1740 JR

DATE		No 1 P	No 1 S	No 3 P	No 3 S	No 4 P	No 4 S	No 5 P	No 5 S	Pumping Notations From Ch. Engrs. Log	Head Draft	Distance Valve Under/Above Mark
8/22/66										Pump #3 P/S - 0200 - 0650 - 12/4 PM - 1800 - 2200	17' 01"	+ 8' 05"
8/23/66										Pump #3 P/S - 0200 - 0600 - 8/12 AM - 12/4 PM - 1800 - 2200		
8/24/66										Pump #3 P/S - 0200 - 0600 Pump #1 & 3 P/S - 8/12 AM Pump #3 P/S - 12/4 PM - 1800 - 2200		
8/25/66										Pump #3 P/S - 0200 - 0600 - 8/12 AM - 12/4 PM - 1800 - 2200		
8/26/66										Pump #3 P/S - 0200 - 0600 - 8/12 AM - 12/4 PM - 1800 - 2200		
8/27/66										Pump #3 P/S - 0200 - 4/8 AM - 8/12 AM - 12/4 PM - 1800 - 2200		
8/28/66										Pump #3 P/S - 0200 - 0600 - 8/12 AM - 12/4 PM - 1800 - 2200		
8/29/66										Pump #3 P/S - 12/4 AM		
8/31/66	AM			0"	4"					Pump #3 P/S - 8/12 AM Pump #3 S - 1600 - 2045	18' 00"	+ 12' 06"
	PM			0"	12"						17' 07"	+ 12' 11"
9/1/66	AM			0"	15"					Pump #3 S - 0500 - 8/12 AM - 12/4 PM - 4/8 PM - 2200	17' 07"	+ 12' 11"
	PM			0"	5"						17' 02"	+ 13' 04"
9/2/66	AM			0"	6"					Pump #3 S - 0200 - 0600 - 8/12 AM - 12/4 PM - 1800 - 2200	11' 11"	+ 18' 07"
	PM			0"	18"						11' 04"	+ 16' 07"
9/3/66										Pump #3 S - 0200 - 0600 - 8/12 AM - 12/4 PM - 1800 - 2200		
9/4/66	AM			0"	0"	6"	12"			Pump #3 S - 0600 Pump #3 P/S - 0600 Pump #3 S - 8/12 AM Pump #3 & #4 P/S - 12/4 PM		
	PM			0"	0"	6"	11"			Pump #3 S - 1800 Pump #3 P - 2200		
9/5/66		No Sdgs. Noted this date								Pump #3 P/S & #4 P/S - 0200 Pump #3 S - 0600 - 8/12 AM - Pump #3 P - 1800		
9/6/66										Pump #3 P/S - 0200 - 0600		
						MADRAS, India TO PORTLAND, ORE. — SEPT. 7 1966 TO OCT. 15 1966						
9/7/66	AM			0"	16"	Ballast				Pump #3 P/S - 0200	9' 08"	+ 15' 10"
	PM			0"	16"	Ballast						
9/8/66		Ballast		No Sdgs.		Ballast		No Sdgs.		Pump #3 P - 1450		
9/9/66		Ballast		"	"	Ballast		"	"	Washing Fwd. Cargo Holds w/ F.W. & Pumping Same out		
9/10/66		Ballast		"	"	Ballast		"	"			
9/11/66		Ballast		"	"	Ballast		"	"	Pump #3 P & P/S P - 8/12 AM		
9/12/66		Ballast		"	"	Ballast		"	"	Pump #3 P & P/S - 4/8 PM Pump #3 P/S - 8/12 PM		
9/13/66		Ballast		"	"	Ballast		"	"	Pump #3 P/S - 12/4 AM Pump #3 P 8/12 PM		
9/14/66	AM	Ballast		"	"	Ballast		"	"		9' 4"	+ 15' 07"
	PM	Ballast		"	"	Ballast		"	"		12' 04"	+ 15' 07"
9/15/66		Ballast		Sdgs. Noted		Ballast		Sdgs. Noted		Pump #3 P - 8/12 AM Pump #3 P/S 8/12 AM Pump out Ballast fm. #1 S & #4 S Holds - 8/12 PM		
9/16/66										Secure Pumping #1 P/S Hold + DB 3P. Pumped out #1 Hold - 8/12 AM		
9/17/66										Pump #3 P - 8/12 AM		
9/18/66										Pump #5 P - 8/12 AM Secure. Pump out Ballast fm. #4 P/S Hold - 2040		

MADE IN U.S.A.

WILSON JONES

Date		No 1 P	No 1 S	No 3 P	No 3 S	No. 4 P	No 4 S	No 5 P	No 5 S	Pumping Notations From Ch. Engrs. Log	Mean Draft	Dist. Value Under/Above S.L.
9/19/66										Finish Pump Ballast fm. #4 P/S Hold - 0900 Ballast #4 Hold - 7/8 Pm		
										Ballast #4 P/S Hold - 7/8 Pm Finish Ballast #4 P/S Hold - 2020		
9/20/66										Pumping #3 Hold - 0145 to 0315 - Grinding repair #3 P Bilge Suct. Valve - 12/14 Pm		
9/23/66										Pump #3 & #4 P/S - 4/8 Pm		
9/27/66										Pump #3 P/S - 4/8 Pm Commence Pump Ballast fm. #1 P/S Hold - 2145		
9/28/66										Pump Ballast fm. #1 Hold - 12/4 Am Finish Pump Ballast fm. #1 Hold - 0700		
9/29/66										Pump #3 & #4 P/S - 4/8 Pm		
10/1/66										Pump #3 P - 8/12 Am		
10/2/66										Pump #3 P/S - 8/12 Am		
10/5/66										Pump #3 P/S - 12/4 Pm		
10/7/66										Pump #3 P/S - 8/12 Am		
10/12/66	Am	12"	14"	0"	0"					"Pump NR 3 P Cargo Hold Bilges (Empty)" 1405		
	Pm	12"	14"	0"	0"							
10/13/66	Am	14"	7"							Pump #1 P/S - 8/12 Am		
	Pm	2"	0"									
10/15/66										Begin Pump Ballast fm. #4 P/S Hold - 0230 Finish Pump Ballast fm #4 Hold 0830	9'07"	+ 15'11"
										PORTABLE DRY TO BALTIMORE MD. — OCT 16 1966 TO DEC. 11, 1966		
10/16/66										Removing Water fm. #4 P/S - 8/12 Pm		
10/17/66										Removing Water fm. #4 P/S - 8/12 Am Pump Bilges - 8/12 Pm		
10/21/66	Am	12"	0"								10'07"	+ 14'11"
	Pm	7"	0"									
10/22/66	Am	10"	3"							Pump Bilges - 8/12 Am		
	Pm	7"	3"									
10/25/66										Pump #1-2 & 3 P/S - 8/12 Am	13'10"	+ 11'08"
10/27/66	Am					8"	2"					
	Pm					17"	2"					
10/28/66	Am					14"	2"					
	Pm					17"	2"					
10/29/66										Pump Bilges - 4/8 Pm		
11/4/66										Pump Bilges - 8/12 Pm	25'06"	+ 0'00"
11/14/66	Am			16"	20"							
	Pm			10"	3"							

WILSON JONES

DATE		No 1 P	No 1 S	No 3 P	No 3 S	No 4 P	No 4 S	Pumping Notations From Ch. Engrs. Log	Draft Mean	Draft Dist. Value Under/Above W.L.
11/15/66	Am			24"	2"					
	Pm			14"	2"					
11/16/66		No Soundings Noted Throughout Day							25'09"	+ 0'06"
11/17/66	Am			0"	13"				25'05"	+ 0'01"
	Pm			0"	13"					
11/18/66	Am			24"	13"					
	Pm			14"	13"					
11/19/66	Am			10"	0"			Pump #2 Holds - 8/17 Am		
	Pm			12"	0"					
11/20/66	Am			12"	9"					
	Pm			12"	0"					
11/21/66	Am			12"	0"					
	Pm			14"	0"			Pump Cargo Holds - 8/17 Am		
11/22/66	Am			12"	0"			Pump #3 P/S - 1730 - 8/17 Pm		
	Pm			14"	0"					
11/23/66	Am			14"				Pump #3 P/S - 8/17 Am - 8/17 pm		
	Pm			15"						
11/24/66	Am			14"	0"			Pump #1 P/S P/S - 8/17 Am Pump #3 P/S - 8/17 Pm		
	Pm			8"	0"					
11/25/66	Am			9"	0"			Pump #3 P/S - 8/17 Am	24'07"	+ 0'11"
	Pm			9"	0"					
11/26/66	Am			9"	0"			No E.R. Log Entrys After 2200		
	Pm			9"	0"					
11/27/66	Am			10"	0"			No E.R. Log Entrys		
	Pm			10"	0"					
11/28/66	Am			10"	0"	0"	6"	No E.R. Log Entrys		
	Pm			11"	0"	0"	8"			
11/29/66	Am			11"	0"	0"	8"	No E.R. Log Entrys		
	Pm			11"	0"	0"	8"			
11/30/66	Am	12"	0"	3"	0"	0"	8"	12" 5" No E.R. Log Entrys		
	Pm	12"	0"	8"	0"	11"	11"	12" 8"		
12/1/66	Am	12"	3"	10"	0"			18" 2" No E.R. Log Entrys Until After 1200.	25'05"	+ 0'01"
	Pm	12"	4"	10"	0"			2"		
12/2/66	Am	12"	6"	14"	0"			Pump Bilges - 8/17 Am Pump #1 #2 #3 P/S - 8/17 PM		
	Pm	12"	6"	14"	0"					

PLAINTIFFS' EXHIBIT 75

Date		No 1 P	No 1 S	No 3 P	No 3 S	No 4 P	No 4 S	No 5 P	No 5 S	Pumping Notations From Ch. Engrs. Log	Dist. Values Mean Draft	Dist. Values Under/Above W.L.
12/1/66	Am	6"	10"	11"	12"					Pump "1 & "3 Bilges - 8/12 Am		
	Pm	8"	10"	11"	12"							
12/4/66	Am	13"	13"	15"	12"	3"	9"			No E.R. Log Entrys		
	Pm	5"	9"	12"	0"	2"	5"					
12/5/66	Am	11"	5"	24"	14"					No E.R. Log Entrys	25' 02"	+ 0' 04"
	Pm	7"	4"	5"	0"							
12/6/66	Am	9"	6"	12"	0"					No E.R. Log Entrys	21' 00"	+ 4' 06"
	Pm	9"	6"	2"	0"							
12/7/66	Am	9"	8"							No E.R. Log Entrys		
	Pm	9"	2"									
12/8/66	Am	10"	6"							No E.R. Log Entrys		
	Pm	6"	3"									
12/9/66	Am	10"	6"							No E.R. Log Entrys		
	Pm	6"	3"								11' 00"	+ 14' 06"
12/10/66										No E.R. Log Entrys		
12/11/66		No Soundings Noted This Day								No E.R. Log Entrys Until After 1200	9' 08"	+ 15' 10"

BALTIMORE, MD TO TILGHMAN, PA - DEC. 12, 1966 TO MAR 31, 1967

Date		No 1 P	No 1 S	No 3 P	No 3 S	No 4 P	No 4 S	No 5 P	No 5 S	Pumping Notations From Ch. Engrs. Log	Dist. Values Mean Draft	Dist. Values Under/Above W.L.
12/12/66	Am	9"	15"	0"	0"						9' 05"	+ 15' 10"
	Pm	9"	15"	0"	0"						10' 11"	+ 14' 97"
12/13/66	Am	6"	12"	0"	0"						14' 10"	+ 14' 04"
	Pm	6"	12"	0"	0"						11' 10"	+ 13' 05"
12/14/66	Am	8"	5"	12"	0"						11' 10"	+ 12' 05"
	Pm	6"	5"	12"	0"						12' 11"	+ 12' 07"
12/15/66	Am	12"	7"	18"	0"			8"	3"		12' 11"	+ 12' 07"
	Pm	6"	6"	18"	0"			7"	3"		14' 05"	+ 11' 01"
12/16/66	Am	6"	7"	18"	1"			7"	4"			
	Pm	8"	7"	18"	10"			18"	3"		14' 10"	+ 10' 04"
12/17/66	Am			1"	10"			18"	3"			
	Pm			1"	5"			18"	3"			
12/18/66	Am	6"	7"	3"	12"	10"	5"	15"	2"			
	Pm	6"	8"	4"	15"	10"	5"	18"	2"			
12/19/66	Am	9"	9"	1"	11"			10"	3"	Pump #3 P - 8hrs Am		
	Pm	11"	5"	8"	12"			8"	8"			
12/20/66	Am	8"	12"	4"	9"			8"	3"			
	Pm	9"	10"	4"	9"			8"	3"			

WILSON JONES

DATE		No 1 P	No 1 S	No 2 P	No 2 S	No 4 P	No 4 S	No 5 P	No 5 S	Pumping Notations From Ch. Engrs. Log	MGAD DRAFT	Dist. Value Under/Above W.L.
12/21/66	Am	9"	8"	0"	10"			8"	8"			
	Pm	8"	5"	0"	11"			8"	2"			
12/22/66	Am	9"	8"	1"	14"						13' 10½"	+ 11' 07½"
	Pm	9"	8"	1"	14"							
12/23/66	Am	1"	9"	1"	14"							
	Pm	1"	8"	1"	14"						26' 04"	- 0' 10"
12/24/66	Am	10"	8"	25"	6"					Pump Cargo Holds - 8/rv Pm		
	Pm	9"	8"	1"	14"							
12/25/66	Am	9"	9"	30"	12"					Pump Cargo Holds - 8/rv Pm		
	Pm	8"	5"	2"	12"							
12/26/66	Am			24"	10"					Pump #3 Cargo Hold - 8/rv Pm - "Removed Trash From No. 3 P Cargo Well Bridge Valve & Pumped Some" - 4/s Pm		
	Pm			27"	11"							
12/27/66	Am	8"	8"	32"	14"					Pump #3 Cargo Hold		
	Pm	8"	6"	2"	12"							
12/28/66	Am	8"	9"	14"	14"							
	Pm	0"	0"	6"	1"							
12/29/66	Am			2"	2"						26' 08"	- 1' 02"
	Pm			38"	3"							
12/30/66	Am			14"	12"					Pump #3 P - 8/rv Pm		
	Pm			10"	11"							
12/31/66	Am			9"	8"					Pump #3 Hold - 4/s Am Pump #3 P 8/rv Pm	28' 04"	- 2' 10"
	Pm			11"	8"						28' 04"	- 2' 10"
1/1/67	Am			12"	8"						28' 03½"	- 2' 09½"
	Pm			4"	8"						28' 04"	- 2' 10"
1/2/67	Am			4"	8"						28' 04"	- 2' 10"
	Pm			7"	8"						28' 04"	- 2' 10"
1/3/67	Am			18"	9"					Pump #3 Hold - 4/s Am Pump #3 P - 8/rv Pm	28' 04"	- 2' 10"
	Pm			8"	11"						28' 04"	- 2' 10"
1/4/67	Am			4"	11"					Pump #3 Hold - 4/s Am - 8/rv Pm	28' 04"	- 2' 10"
	Pm			4"	11"						28' 04½"	- 2' 09½"
1/5/67	Am			2"	11"					Pump #3 P - 8/rv Pm	28' 03"	- 2' 09"
	Pm			2"	11"						28' 03"	- 2' 09"
1/6/67	Am			24"	11"					Pump #3 Hold - 4/s Am	28' 03"	- 2' 09"
	Pm			26"	11"						28' 03"	- 2' 09"
1/7/67	Am			30"	12"						28' 03"	- 2' 09"
	Pm			2"	6"						28' 02"	- 2' 08"

6

PLAINTIFFS' EXHIBIT 75

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WILSON JONES

DATE		No 1 P	No 1 S	No 2 P	No 2 S	No 4 P	No 4 S	No 5 P	No 5 S	Pumping Notations From Ch. Engrs. Log	Mean Draft	Dist. Value Water/Mean Draft
1/8/67	Am			7"	6"					Pump #3 Hold - 4/4 Am	28' 02"	- 2' 05"
	Pm			8"	6"						28' 02"	- 2' 05"
1/9/67	Am			12"	6"						28' 03"	- 2' 05"
	Pm			16"	6"						28' 04 1/4"	- 2' 10 1/4"
1/10/67	Am	8"	0"	12"	12"					Pump #3 Hold - 5/hr Pm		
	Pm	8"	0"	12"	6"						28' 04 1/4"	- 2' 10 1/4"
1/11/67	Am			15"	6"						28' 03"	- 2' 05"
	Pm			17"	6"						28' 03"	- 2' 05"
1/13/67	Am			18"	0"							
	Pm			18"	6"						28' 03 1/4"	- 2' 05 1/4"
1/14/67	Am			20"	6"					Pump #3 Hold - 5/hr Am	28' 04"	- 2' 10"
	Pm			2"	8"							
1/15/67	Am			2"	8"							
	Pm			10"	8"							
1/16/67	Am			17"	12"	6"	6"					
	Pm			12"	2"	6"	6"					
1/17/67	Am	4"	2"	17"	12"	6"	6"					
	Pm	3"	0"	2"	2"	6"	6"					
1/18/67	Am			24"	12"					Pump #3 Hold - 5/hr Am		
	Pm			6"	0"							
1/19/67	Am			3"	12"					Pump Cargo Holds - 5/hr Am Pump #3 Hold - 5/hr Pm		
	Pm			36"	12"							
1/20/67	Am			32"	12"					Pump #3 Hold - 5/hr Am - 5/hr Pm		
	Pm			9"	0"							
1/21/67	Am	4"	1"	11"	3"					Pump #3 Hold - 5/hr Am - 5/hr Pm		
	Pm	8"	0"	3"	12"							
1/22/67	Am			14"	4"					Pump #3 Hold - 5/hr Am - 5/hr Pm		
	Pm			8"	4"							
1/23/67										Pump Cargo Holds - 5/hr Pm		
1/24/67	Am	8"	3"	30"	6"					Pump #3 Hold - 5/hr Am - 5/hr Pm		
	Pm	6"	0"	8"	6"							
1/25/67	Am			5"	3"					Pump #3 Hold - 5/hr Am Pump #3 & #4 Holds - 5/hr Pm		
	Pm			10"	3"							
1/26/67	Am			7"	10"					Pump Cargo Holds - 5/hr Am		
	Pm			12"	2"							

PLAINTIFFS' EXHIBIT 75

WILSON JONES

DATE		No 1 P	No 1 S	No 3 P	No 3 S	No 4 P	No 4 S	No 5 P	No 5 S	Pumping Notations From Ch. Engrs. Log	Dist. Value MEAN DRAFT Under/Above
1/27/67	Am			6"	5"					Pump Cargo Holds - S/rv Am Pump #3 Hold - S/rv Pm	
	Pm			11"	5"						
1/28/67	Am			12"	8"					Pump Cargo Holds - S/rv Am. "Removed Bonnet from #3 P Cargo Hold Bilge Valve, Replaced Broken Bank Guide	
	Pm			14"	0"					welded & Refit on Drill Press. Ground - Up & Cleaned up Ok." Pump #3 Hold - S/rv Pm	
1/29/67										Pump #3 P Hold - S/rv Am	
1/30/67	Am			12"	0"						
	Pm			4"	0"						
1/31/67	Am			14"	2"						
	Pm			5"	2"						
2/1/67	Am			14"	5"	10"	3"			Pump #3 #4 Holds - S/rv Am Pump #3 Hold - S/rv Pm	
	Pm			14"	0"	7"	3"				
2/2/67	Am			16"	5"						
	Pm			9"	0"						
2/3/67	Am			30"	0"					Pump Port Cargo Hold Bilge - S/rv Am Pump #3 Hold - S/rv Pm	
	Pm			18"	0"						
2/4/67	Am			40"	0"					Pump #3P - S/rv Am. "Installed rubber lining on disk #3 Cargo Hold Bilge Valve Port" - S/rv Pm	
	Pm			10"	0"					Pump #3P Hold - S/rv Pm	
2/5/67	Am	2"	5"							Pump #1P - S/rv Am	
	Pm	4"	2"								
2/6/67	Am			16"	3"					Pump #3P - S/rv Am - S/rv Pm	
	Pm			9"	0"						
2/7/67	Am	2"	4"	4"	1"					Pump #1 Hold - S/rv Am Pump #3P - S/rv Pm	
	Pm	6"	4"	24"	1"						
2/8/67											
2/9/67	Am			5"	0"	10"	5"			Pump #3 #4 Holds - S/rv Pm	
	Pm			34"	2"	10"	5"				
2/10/67	Am			30"	2"					Pump #3P Hold - S/rv Am - S/rv Pm	
	Pm			15"	0"						
2/11/67	Am			20"	2"					Pump #3 Hold - S/rv Am - Pump #3P - S/rv Pm	
	Pm			22"	2"						
2/12/67	Am			24"	0"					Pump #3P Hold - S/rv Am	
	Pm			5"	0"						
2/13/67	Am			30"	0"	0"	8"				
	Pm			4"	2"	0"	6"				
2/15/67	Am	8"	3"	11"	2"	9"	5"			Pump #1-3-4 P Holds - S/rv Pm	
	Pm	2"	2"	2"	2"	2"	5"				

PLAINTIFFS' EXHIBIT 75

WILSON JONES

DATE		No 1 P	No 1 S	No 2 P	No 2 S	No 4 P	No 4 S	No 5 P	No 5 S	Pumping Notations From Ch. Engrs. Log	MEAN DRAFT	Dist. Value Under/Above M.L.
2/14/67		P.m.i-	Leaks	Angle								
2/17/67	Am	9"	3"	12"	1"					Pump #3 P - 8/17 Am		
	Pm	5"	2"	3"	1"					Pump #3 S - 8/17 Am		
2/18/67	Am			12"	0"					Pump #3 Held - 8/17 Am		
	Pm			5"	0"							
2/19/67	Am			15"	2"					Pump #3 P Held - 8/17 Am		
	Pm			8"	0"							
2/20/67	Am			15"	1"					Pump #3 Held - 8/17 Am - 8/17 Pm		
	Pm			8"	0"							
2/21/67										Pump #3 Held - 8/17 Pm		
2/22/67				FLOODED						Out of Action mo. -	27'07½"	- 1'01½"

PLAINTIFFS' EXHIBIT 75

DEFENDANT WEYERHAEUSER'S EXHIBIT A

sks 4

H A R O L D I. D U M B L E , having been first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. FISH:

* * *

Q What is your full name, sir?

A Harold Irvin Dumble.

Q When and where were you born?

A I was born in Wilkes-Barre, Pennsylvania, September 18th, 1924.

Q Where is your home now?

A Now it is Portland, Oregon.

Q What is your actual home address?

A 7306 North Newell Avenue, Portland.

Q And you are a master mariner by profession?

A Yes.

Q When did you first go to sea?

A 1943, about March, 1943.

Q Have you attended any nautical training schools?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A I am a graduate of the Merchant Marine Cadet Corps.

Q Where did you receive that training?

A At Kings Point, and I finished up at San Mateo.

Q Have you been to sea before the mast?

A What do you mean?

Q Other than as an officer or a cadet?

A Just a cadet and officer.

Q In what types of ships have you sailed?

A Liberties, C2's, C1's, mariners, Victories, never been on a tanker.

Q What license do you now hold?

A Master.

Q Unlimited?

A Unlimited, yes.

Q When did you first obtain your master's papers?

A Well, I think it was 1951, 1952.

Q And you have maintained your license in effect ever since?

A Yes.

Q When did you first sail as a master?

A Master in December of 1960.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q And how long did you continue as master?

A Well, I sailed there for four years, and then the company went bankrupt.

Q What company was that?

A Pacific Seafarers.

Then I went back to work for Weyerhaeuser just relieving as mate. I made a couple of trips as mate with States Line. I came back to work for Weyerhaeuser again, and then I made two trips as mate and I went back as master then.

Q In 1966 were you employed by Weyerhaeuser?

A Yes.

Q In what capacity?

A Well, as Master.

Q And did you join the S.S. John Weyerhaeuser as master?

A Yes.

Q Can you tell us when and where you joined that vessel?

A Well, it was in June of 1966, Portsmouth, Rhode Island.

Q And having joined her as master where did the ship go?

A Well, we went from there down to

Philadelphia, from Philadelphia to Norfolk, to Hopewell, Virginia to load a load of ammonia sulfate for India.

Q You made a trip out to India?

A Yes.

Q How did you go?

A We went across the Atlantic, through the Mediterranean, the Suez Canal, through the Red Sea, and up to Madres, India.

Q You discharged completely at Madres?

A Yes.

Q You came unballasted?

A Yes.

Q Where did you go from there?

A We left there for Singapore, after leaving Singapore we proceeded directly to Portland, Oregon.

Q Did you receive any notices of inspection of the vessel to be made upon your return to Portland?

A Yes, we knew the ship was going to be drydocked and go on annual inspection.

Q Can you tell us whether that was done?

A Yes, it was.

Q Were you in attendance at that time?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Yes.

Q What inspections were made on the holds and the engine room?

A Well, like I say they had started their second period annual, special survey for the ABS, then we went through a whole Coast Guard inspection, all the holds, lifeboats, machinery, and cargo holds and so forth.

Q How long did that take, that work?

A I think we were on drydock for five days.

Q Did you receive any report oral or otherwise from the Coast Guard authorities as to the inspection made in the No. 3 hold?

A Well, I --

Q If so, will you tell us the circumstances of that?

A Mr. Baumgartner, the marine superintendent, was in the mess room with Captain Rohnberg.

Q Do you know how to spell that?

A R-o-h-n-b-e-r-g.

MR. MALOOF: Can you establish what the date of this annual inspection is?

MR. FISH: We have, in Exhibit 17, the survey report of the ABS on that, and that may give

DEFENDANT WEYERHAEUSER'S EXHIBIT A

you the particulars on it.

Q This is report No. PO1009 of the American Bureau of Shipping dated Portland, Oregon, October 21, 1966.

MR. MALOOF: What is it, October?

MR. FISH: October 21, 1966.

Q It states that he attended the John Weyerhaeuser on the 17th day of October, 1966, and subsequent dates as the vessel lay afloat at Swan Island, Portland Oregon, relative to annual survey of hull and machinery, continuation of second special periodical survey No. 2 of hull, commencement of special periodical survey of machinery and the annual boiler survey.

Are those particulars correct to the best of your recollection, Captain?

A Yes.

* * *

Q You stated that you were in the mess room of the ship. Was she in drydock at that time?

A She was in drydock, yes.

Q And you were talking to Mr. Baumgartner,

DEFENDANT WEYERHAEUSER'S EXHIBIT A

the marine superintendent, and Commander Rohnberg came in?

A Yes.

Q What was the conversation?

A The conversation was the condition of the cargo holds. Rohnberg said --

MR. MALOOF: Objection to hearsay.

He can answer.

Q Go ahead, Captain.

A He said that he had checked our sanitary storm valves, and he was remarking to Mr. Baumgartner what good condition they were in, he found them in very good condition.

Mr. Baumgartner said, "They should be in good condition because the ship had just been renovated in Tampa and all the piping was new."

* * *

Q Do you know when that renovation was?

A 1961.

Q At the conclusion of the inspections and the repair work, will you tell us in what condition the vessel was, Captain?

A She was found seaworthy by the Coast Guard and ABS.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

Q In your opinion, Captain, what was the condition of the vessel?

A Very good.

Q Did you make personal inspections of the vessel?

A I had.

Q Can you tell us what the nature of those inspections were?

A Well, I went through the cargo holds, had gone around the lifeboats, looked at our gear with the mate and I, we did it a couple of times, I was up there with John when we backed up the anchors, I wanted to take a look at those anchor chains up there. I didn't go down to the engine room in Portland, I had nothing to do there. With the Coast Guard and the ABS, why I accepted that the ship was in sound seaworthy condition.

Q Did you personally examine No. 3 cargo hold?

A Not in the drydock then, but during the voyage I had been in that cargo hold.

Q Now, where was that?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A In Baltimore, and again in Tampa, Florida.

Q How about Madres?

A In Madres, India, I had been down there. That was that one trip when we were in Madres, India.

Q Was that after or before the discharge was completed in that hold?

A I had to go down there after the discharge was completed in Madres, India.

Q Did you at any time find any indication of entry of seawater into the cargo, No. 3 cargo hold?

A No.

* * *

Q I am now referring up until she was going through, or had gone through her inspections in Portland.

A Not through her inspections in Portland, I had found no seawater in the hold.

MR. MALOOF: You mean on the whole voyage to Madres and back you had no entry of water in the ship?

THE WITNESS: The bilges did a couple of

DEFENDANT WEYERHAEUSER'S EXHIBIT A

times during the voyage, I can't recall how many times, did show water in No. 3 port bilge.

Q Did you find any entry through the plates?

A No.

Q Through the piping, or anything of that sort?

A Nothing that I could see.

Q Did you see any indications of leakage on the sides of the hold?

A No.

Q Have you in the past found indications where a pipe or something of that sort has leaked?

A Yes.

Q What did you see after such leakage?

A Well, usually you find a rust stain on the hull where it has run down from the entry of seawater. You look around.

MR. MALOOF: What ship are you talking about?

MR. FISH: On any ship.

Q Did you find any such indication in No. 3 cargo hold?

A No, not in there.

MR. CORSA: On what ship was that?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

MR. FISH: No. 3 cargo hold on the John Weyerhaeuser.

Q From Portland, Oregon what was the employment of the vessel?

A From Portland, Oregon we took a full load of lumber to the East Coast.

Q Do you recall where that was consigned?

A I think we went to Boston and then down to Portsmouth, Rhode Island, and then from there we went down Baltimore, went on time charter to New York Navigation.

Q At Baltimore were any surveyors, inspectors aboard the vessel?

A Yes.

Q Can you tell us who they were?

A Well, Captain Rynbergen was for Weyerhaeuser, John Rohnberg, for New York Navigation I don't know who was there, but a representative was present. I don't know Augie's last name, he was present, he was the one who signed the time charter. He was the one who put the false bulkhead between No. 2 and 3.

Q That is for New York Navigation?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Any other inspectors?

A I think there was the National Cargo Bureau, they were there, J. Best was there for Koppers.

Q They were one of the shippers?

A The shipper.

* * *

Q Can you tell us what reports those men made to you?

A Well, you mean as far as the condition of the cargo holds?

Q Yes.

A Everyone except --

* * *

MR. FISH: We have Rynbergen's report, that is the only report we have.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A They were down in the hold, we checked the false bulkhead we had put in between No. 2 cargo hold and No. 3 cargo hold.

Q Was any opinion expressed to you as to the fitness of the holds for loading cargo?

A Well, there in Baltimore they thought the ship was all right, the gear was in good shape. What we did load in Baltimore, we loaded 2 and No. 4. Then from there we went down to Tampa, Florida. The surveyor came aboard in Tampa, Florida, he said it was one of the cleanest ships he had seen so far for loading fertilizer.

Q Did you load at Tampa?

A Yes, we loaded fertilizer there.

Q And from Tampa you sailed for Iligan?

A No, we went from Tampa to Cristobal, from Cristobal to Moji, Japan for bunkers, and then to Mokpu, Korea. Then we came back from Mokpu for bunkers, and then from there to Iligan City.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q In your opinion, what was the condition of the vessel when she sailed from Baltimore?

* * *

A In other words, the vessel was seaworthy.

* * *

MR. FISH: There is some doubt as to the exact number of the voyage. We are talking about

DEFENDANT WEYERHAEUSER'S EXHIBIT A

the voyage where she was under time charter to New York Navigation.

* * *

Q Was there any unusual occurrence on the passage from Tampa to Cristobal?

A Yes, we were going down to Cristobal where we had engine trouble, we had a cracked high-pressure cross-head block, and we did show some water in the bilges.

Q What did you do about that?

A Well, we went to the shipyard in Cristobal to have the engine repaired, and we pumped out the bilges.

Q Did you make any report to the company, to surveyors or agents at the Panama Canal concerning pumping of bilges?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Not at the Panama Canal we didn't.

Q Did you have discussions with the engineer concerning it?

A Yes, I did have a discussion with the engineer.

MR. MALOOF: The port engineer?

THE WITNESS: The chief engineer.

A When we were bunkering at Cristobal we were taking fresh water. During the process of bunkering we always had the carpenters on the bilges in case there was a leak in the bilge tank we could confine it first in the bilges. About nine o'clock that night we had two feet of water in the No. 3 port bilge.

MR. CORSA: Where was this?

THE WITNESS: At Cristobal.

MR. MALOOF: Where?

THE WITNESS: No. 3 port bilge.

A About ten o'clock he came up on the next sounding and he reported about three and a half to four feet. So I told him to take another sounding and let me know.

He came back about half an hour later and said we had about six feet in there. So I went

DEFENDANT WEYERHAEUSER'S EXHIBIT A

down with Chips, the carpenter, and we took another sounding, and this time I tasted the water, and the water proved to be fresh water.

So I went to the chief engineer, and I asked him, "How come we are getting fresh water in that port bilge?"

It seemed every time we took fresh water we would get fresh water in that bilge.

After we stopped taking fresh water and pumped the bilge out it showed no more signs of water in the bilge.

Q Did you have any further trouble at Cristobal?

A After we had that -- no further trouble. After we had our repairs we proceeded on our voyage to Mokpu.

Q When was the first indication that you had of serious entry of water into No. 2 and 3 holds?

A Not until I got to Moji, Moji, Japan.

Q Will you tell us the circumstances?

A We got to Moji, I remember I wanted to pick up 1200 tons of bilges, because I sailed on a tropical draft from Cristobal, and I was going to

DEFENDANT WEYERHAEUSER'S EXHIBIT A

pick up 1200 tons to take me all around through Iligan City and back home. I had the second mate take the draft at the quarantine anchorage, he came up and showed me the draft, and we were on our summer marks. I said there must be something wrong. Well, there was quite a bit of swell running. I said we will take it when we get to the bunkering anchorage at Moji. It proved to be the same summer draft.

I called the mate and I told John, I said, "You better check your cargo holds again, there is something wrong." I said, "There is something wrong some place."

He came back to me, he told me, "All the cargo has disappeared in No. 3."

I said, "What do you mean it disappeared in No. 3?"

I said, "You better check the other cargo."

Then he told me we had about 14 feet of water in No. 2 lower hold.

Q Do you have a separate sounding well for No. 2 hold in that vessel?

A No, No. 2 and 3 are a common hold.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q And where is the bilge, the sounding apparatus for the common hold?

A It is at the after end of the No. 3 hatch at the outside passageway.

Q What did you do then?

A We called the ABS surveyor out, and then we also had their salvage boat there come out, and we pumped out the water. I think we were there about four days in Moji. Then we had some surveys conducted on the ship.

Q What was discovered with reference to the water?

A It was found out that the port sanitary storm valve had a hole in the pipe, was an inch and a quarter long by a quarter inch wide.

Q Now, where was that?

A No. 3 lower hold in the after end.

Q Where with reference to the after bulkhead, to the side of the ship?

A It is at the skin of the ship, the after port corner approximately 18 feet above the deck.

Q That is the bottom of No. 3 hold?

A It wouldn't be the bottom of No. 3 hold. The bottom of the bilge. When Weyerhaeuser re-

DEFENDANT WEYERHAEUSER'S EXHIBIT A

converted the ships they put wing tanks in there, the wing tanks are approximately two pallet boards of lumber high.

Q How high would that fitting be above the general floor?

A About 22 feet.

Q And do you know the approximate draft, mean draft which that fitting would be submerged?

A 25.

Q Now, what was done about the fitting?

A Sanitary storm valve with the leak in it?

Q Yes.

A When we found out what it was, ABS recommended that we make a cement box around it. We put a cement box around it and that was it.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A After Mokpu we proceeded to Iligan City.

Q And then?

A We went back to Moji for bunkers, then down to Iligan City.

Q On arrival at Iligan City what was done, you discharged cargo?

A We discharged all the cargo out of No. 2 and the good cargo out of No. 4.

Q Surveyors in attendance?

A Yes.

Q Can you tell us generally who was there at Iligan?

A Captain Watts represented Weyerhaeuser, and a Captain Davis from New Jersey here some place represented New York Navigation.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Were there any other special representatives there at Iligan that you know of?

A We had Lloyds there, a man who represented Lloyds, and ABS was there. Lloyds and ABS.

* * *

Q What was done when she returned with respect to the physical condition of the vessel?

A Well, she was drydocked at Alameda and the storm valve was taken out, and I left the next day, I was going on vacation.

Q Have you returned as master of that vessel?

A Not of the John Weyerhaeuser. Yes, I came back on the John Weyerhaeuser, I made one trip,

DEFENDANT WEYERHAEUSER'S EXHIBIT A

and then I went on to the C. R. Musser.

Q When did you leave the employment of Weyerhaeuser?

A I went on vacation in 1968, September of 1968. They sold all their ships in January of 1969.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

CROSS EXAMINATION BY MR. MALOOF:

* * *

Q Would you tell us what duties a master has of reporting to the shipowner or the charterer?

A Well, if he finds anything wrong it is his duty to report it to the owner or the charterer, if he knows of anything wrong with the ship.

Q When you say anything wrong, do you mean anything abnormal?

A Anything that would be abnormal, yes.

Q Or unusual?

A Or unusual.

Q And was it your practice to comply with that duty?

A Yes.

Q What is the main purpose of sending the log books to the home office?

A So they can read them over and see how the trip went during the voyage.

Q And did you comply with that duty regularly?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q About when would you send the log book for a particular voyage?

A When the voyage was completed then the log books would be sent.

Q Well, suppose there was something unusual to report during a voyage, how would you do that?

A Send them a wire.

Q By cable?

A Yes.

* * *

Would you say that recurring entry of water into one particular hold, and not into others, would be a normal or an abnormal situation?

A Well, I would say it would be an abnormal situation.

Q And would that be the type of situation you would report to the shipowner?

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Is that where the fresh water tanks are, the bottoms?

A Fresh water tanks, yes. When they reverted these ships they brought them from the old storerooms down there, the domestic tanks and put them in the engine room.

Q Underneath the engine room?

A On the after end of the engine room on the port and starboard side.

Q Is that where the fresh water tanks are?

A Yes.

Q And what holds is the engine room next to?

A 3 and 4. Forward end of No. 4 and after end of No. 3.

DEFENDANT WEYERHAEUSER"S EXHIBIT A

Q Does the fresh water tanks go under No. 3 at all?

A No. But your manifolds are on the forward end of the bulkhead between No. 3 and the engine room.

Q What do you mean by manifolds?

A Where they open up the manifolds to run in to the water tanks.

Q The tanks themselves are under the engine room?

A No, these tanks weren't exactly under the engine room. They raised above the double bottoms.

Q In the engine room?

A On top of the tank tops right there.

Q But in the engine room, not in the cargo compartments?

A Yes.

Q The only thing in the cargo compartments was this valve?

A What valve?

Q No. 3, the manifold you are talking about.

A The manifold valve is in the engine

DEFENDANT WEYERHAEUSER'S EXHIBIT A

room. We have a bulkhead separating No. 3 hold and the engine room.

Q That is a watertight bulkhead?

A Yes. It is on theafter end of that bulkhead.

Q In the engine room?

A Yes.

Q What is in the cargo compartment with fresh water?

A Nothing in the cargo compartment with fresh water.

* * *

Q Will you continue with the bilge readings?

Before you do that you might check August 3rd and see what went aboard the ship, what kind of supplies you took aboard, in the engineer's log.

A August 3rd?

Q Yes.

A August 3rd, received from Standard Oil Company 1849 barrels of fuel, water on deck 8.15 to 8.35, pump out No. 3 port cargo hold.

Q What does water on deck mean, Captain?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A I don't know. We have water on deck. Maybe we are heaving up the anchor.

Q Any indication of fresh water being put aboard the ship on August 3rd?

A No, there isn't.

Q So may we assume then that no fresh water was put aboard the ship on August 3rd?

A Yes.

Q On August 3rd you just testified the port bilge No. 3 was 15 inches and 13 inches?

A Yes.

Q From that fact why would you say there was such an increase in the No. 3 port bilge?

A We had water on deck. The mate might have been washing on the deck and the carpenter didn't get the sounding plug on right. Many times they don't put that sounding plug on tight.

Q You don't know what the water on deck is?

A No, I don't.

Q You are in port, aren't you?

A Let me look through this.

Q How was the weather on August 3rd?

A August 3rd?

Q Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A We had no weather at all, you had north-west to west winds, force 3.

Q No rain?

A No, partly cloudy.

Q You don't know what that water on deck is?

A Let me see what it is right here.

He has just got his bearings on there.

MR. CORSA: You mean heaving anchors?

THE WITNESS: Before when I was talking to him, we did, you see, arrive Colombo, let go the starboard anchor six shots in eight fathoms of water.

Q You don't know what the water on deck means?

A I presume it is for washing down the anchor chain.

Q It goes down in the sea?

A Yes.

Q That couldn't account for the bilge readings, could it?

A I don't know. I don't know.

Q You are saying it could have leaked from the deck into the bilges on the John Weyerhaeuser, the deck could be leaky too?

A The deck wasn't leaky.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Do you know how the water got into the bilges?

A No, I can't tell you how the water got into the bilges.

Q Did you investigate it?

A We couldn't get down into the cargo hold to investigate it.

Q How many years were you on Liberty ships?

A Quite a few.

Q How much trouble have you had with clapper valves on Liberty ships?

A None.

Q Have you ever seen any rust away?

A Never saw any.

Q You found it on this ship?

A This one was found to be rusted away.

Q Not before?

A Not before.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q To save a little time, Captain, what I want at this time is an admission from you that the No. 3 port bilge required much more pumping than any other?

A That it did.

Q At this voyage, these two voyages before the one we are talking about?

A Yes.

Q That is true?

A Yes.

Q And wouldn't you say that was unusual?

A Well, no, not that it would be unusual because a lot of times you find like three and four inches in your bilges. You tell the engineer to pump it. They tell you they have been pumping

DEFENDANT WEYERHAEUSER'S EXHIBIT A

sks Dumble-cross 45

it. You go back ten minutes later and you still get the same sounding. They haven't touched it at all. They usually delegate it to an oiler.

Q I thought they don't bother with three inches?

A Yes. A lot of times with four inches they don't.

Q It has to be a lot more?

A When you get up to five inches to ten inches then you start pumping. If you get three or four inches, a lot of times they lose suction with the pump.

Q The fact that the No. 3 bilge required so much pumping you don't say it was unusual?

A Not unusual because it only had three or four inches.

Q They were still pumping, and they start at between five and ten?

A Here is No. 4, August 3, it had five inches on the port and zero on the starboard.

Q My only point is the difference between the No. 3 port bilge and the others, that is my only point, that it was a significant difference?

A Yes, that No. 3 port required more

DEFENDANT WEYERHAEUSER'S EXHIBIT A

pumping than the other bilges.

Q Would that be significant to you as the captain?

A Yes.

Q There might be a reason for it?

A There might be a reason for it, that is right.

Q Did you do anything to investigate it?

A I went to the chief engineer and I asked him that every time we seem to take fresh water this bilge would get more water in it than any other, the port one. When we discharged a full load of cargo at Madres it showed no evidence of any leakage in that hold at all.

The mate and I went down there all through that cargo hold to see if we had any leakage. When we sailed from Madres and came back in ballast and got back to Portland, Oregon I told this to our marine superintendent, that this was showing water in the bilges, to check it out. I wanted to make sure that the plate down there wasn't cracked.

Q When was that conversation?

A In Portland, Oregon after return from Madres.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Who did you speak to?

A Our marine superintendent. I wanted him to check the plate on the port side. I told him that this bilge was showing water, and we had to keep pumping it out. It usually showed the most after we took fresh water.

Q You did make a report to the shipowner through Mr. Baumgartner?

A Yes.

Q Who was the marine superintendent?

A Yes.

Q How high was his position in Weyerhaeuser at that time?

A Marine superintendent. In charge of repairs.

Q In charge of repairs to the vessel?

A Yes.

Q Did he report to the shipowner, or was it his duty to report it?

A He is the repairman for Weyerhaeuser, he takes care of all repairs.

Q In your opinion when you report to him you are reporting to the shipowner?

A Yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Was there a significant entry of water into the ship on the voyage East across the Pacific? You came East, I assume?

A Yes.

We had three inches starting September 23, 24th.

* * *

Q Significant. Is there any significant on the voyage across the Pacific?

A No.

Q There was no more of the 10, 15 inches, like that?

A No.

Q Now, you're in Portland, and you sat down with Mr. Baumgartner?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Yes.

Q He came aboard the ship?

A Yes.

Q Did you give him any written report?

A No, it was told to him verbally. We had to go to the Chester Shipyard, and we renewed a plate on the starboard side No. 3, and this was why I wanted him to check that port side because they never renewed that plate. Due to having a new plate and old plate, I thought perhaps we might have gotten a crack in that port plate.

Q Was it checked?

A It was checked.

Q Was there a crack in it?

A No, it was even audio-gauged.

Q Will you tell us in your own words what you said, as best you can remember, to Mr. Baumgartner?

A I told him that this port bilge was showing water, you see. I said to him, "It seems that every time we take fresh water that bilge fills up, we get an excessive sounding, I want to know if we could have flow back from the manifold into that bilge."

He said he would check it out. He checked it out and he said that there was nothing he could find that would throw back the fresh water into that bilge.

Q He said it didn't happen the way you thought?

A Yes.

I wanted him to check the plate.

Q How about checking the clapper valve, no one thought of that?

A The clapper valve I assumed was checked by the Coast Guard when he checked the sanitary storm valve.

Q You didn't check it?

A No.

Q Mr. Baumgartner didn't check it?

A I don't know if he checked it or not.

Q Obviously from what happened later on he didn't check it, right?

A That I can't tell you.

Q Now, at Portland did you take any cargo aboard?

A No.

Q On the West Coast?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A We did on the West Coast. I think we went from Portland to Aberdeen, Washington, and from there to Coos Bay.

Q And you put a full load of lumber?

A Yes.

* * *

Q Did you take fresh water on on the West

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Coast while you were there, Portland, Longview?

A I presume we did.

Q When, please?

A I have shore water to reefer plant here.

Q That is not fresh water that you are talking about, is it?

A It would be fresh water.

Q But it doesn't go into those same tanks?

A It would go into the reefer tank.

Q It wouldn't have anything to do with the No. 3 port bilge?

A No. That would be for a sanitary line anyhow.

No, there is nothing on the 23rd taking water in Portland.

Q You didn't take any at all on the West Coast?

A We must have taken some. But there is nothing in the log book to show.

Q Nothing in the log book to show?

A That is correct.

Q Now, will you look at November 14th Captain?

A November 14th?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

Q Where is the ship now?

A From Wilmington towards the Panama Canal.

Q She is at sea?

A Yes.

Q What is the reading for No. 3 port bilge?

A 16 on the port side, 20 on the starboard, ten on the port in the afternoon and three on the starboard.

Q On November 14th?

A On November 14th.

Q And the 17th?

A The 17th it was zero on the port side, 13 on the starboard, zero on the port side, 13 on the starboard.

Q On the 18th?

A On the 18th it was 14 on the port, 13 on the starboard, 14 on the port in the afternoon and 13 on the starboard on the 18th.

Q 24 puts it over the bilges?

A Yes.

Q That puts it into the cargo hold?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q You are at sea now?

A With a full load of lumber.

Q You would say that had nothing to do with loading fresh water at that time; is that correct?

A No.

But on November 13th we had ballasted No. 3 double bottoms port with salt water.

Q What does that mean?

A It is a possibility that it leaked into there, I don't know.

Q Let us add up the possibilities. You said first of all the deck might have leaked. Now you are saying the ballast tanks might have leaked?

A I didn't say that.

Q That is from Madres?

A I said the cap from the sounding plug might not have been put on securely.

Q You don't know that?

A No, I don't know that.

Q And you don't know that this ballast tank leaked either?

A No, I don't know.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Now, the sanitary storm valve, like I say, was inspected in Portland, Oregon, there were no holes.

Q When?

A Just prior to this voyage, in October.

Q I thought you testified before that you didn't know if Mr. Baumgartner had checked that?

A You talked about the clapper valve, I am talking about the storm valve.

Q They are two different things?

A Yes, the clapper valve is on the outside of the storm valve.

* * *

Q Is that the part that had the big hole in it?

A Inch and a quarter by a quarter, that is the part that had the hole in it.

Q That quarter-inch bothers me. I think Mr. Mandle said it was a four-inch hole?

A This was the reading in Moji, Japan. I measured that hole down there. I was surprised the size of this hole could get so much salt water into that hold. But when it was leaking from Moji to Mokpu when I was down that hold, and under pressure, it was like someone had a fire hose going through there.

Q The force of the sea?

A Yes.

Q You were not surprised any more?

A No. That was the first time it ever happened to me with a storm valve.

Q Have you heard of other captains having difficulties?

A I heard on Liberty ships that they have had trouble with them. In fact I think it was

DEFENDANT WEYERHAEUSER'S EXHIBIT A

a Greek ship that was lost with a full load of scrap iron.

Q With clapper pipe trouble?

A The sanitary pipe had a hole in it. If that clapper valve is off, as long as that pipe is solid there would be no entry of water getting into that cargo hold.

Q As long as the pipe is solid?

A Yes.

Q And wasn't this storm valve found frozen?

A It wasn't found --

Q By rust in it?

A It was found in Iligan City by the Lloyds inspector that it was at an angle.

Q Allowing the entry of water in?

A That is right.

Q So can we say a fact for the Court that you had a tremendous entry of water from the West Coast to the East Coast carrying lumber?

A In the bilges in the port, the 24 inches for those three days?

Q Yes.

A I would say we had an excessive amount.

Q That would be an unusual occurrence?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A 24 inches in there for those few days, yes.

Q You would call that an abnormal voyage?

A I wouldn't call it an abnormal voyage. This happened in many ships when you get in there and you have a great amount of sweat. We had a full load of cargo of lumber and that sweats.

Q It was unusual but not abnormal?

A Yes.

Q When you got to the East Coast did you tell anybody about it at this time?

A No, I don't recall telling anybody about it at that time.

Q What was the highest that it got during this voyage, the No. 3 port bilge? Was 24 the highest?

A Yes.

Q Were the pumps used pretty regularly on this voyage to the East Coast?

A From Cristobal to Boston we did, we pumped them out.

Q Regularly?

A Ten inches the 19th, and it shows nothing on the 20th, and then on the 21st it shows 12 and 14,

DEFENDANT WEYERHAEUSER'S EXHIBIT A

and on the 22nd it shows 12 and 14.

Q How are the other holds all this time, Captain? Dod they show 24 inches too?

A No.

* * *

Q No. 3 is the only one that went over the bilges into the cargo department; is that correct?

A Yes.

Q But you had already told the marine superintendent anyhow about the ship, is that correct?

A Yes.

Q Perhaps you didn't feel it necessary to repeat it?

A No.

Q As a captain of a ship do you think it is a healthy situation to have water continually recurring to such an extent in No. 3 port bilge?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Like I said, in the sweating of the ship's hull, we were down in the tropics and we were running now from Panama to Boston, getting up there this water is getting colder all the time. The lumber down there is sweating quite a bit. Being that bulkhead is right next to the engine room too. It would get quite a bit of sweat.

Q You figured it was caused by sweat?

A I figured a lot of sweat was going on down there.

Q Did you tell anybody in the company it was caused by sweat?

A This happens quite a few times on inter coastal trips with a full load of lumber.

Q Sweat can make that much more water.

A Yes.

Q 24 inches in one hold?

A Yes.

Q Not in the others?

A No. 3 being close to the en gine room.

Q Is that the only one next to the engine room?

A No. 4 is. No. 4 bilge is on the after end of the engine room, No. 3 bilge is on the after

DEFENDANT WEYERHAEUSER'S EXHIBIT A

end of the engine room. Then you have two common holds pouring into No. 3, No. 2 and No. 3. In fact four compartments going in there.

Q Did you take any efforts to control the sweat on the voyage?

A With a full load of lumber you can't do it.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

answers, and it is my recollection that the captain

MR. FISH: Captain, is it my understanding that you said that the lumber that you carried from the West to the East Coast was loaded wet? Is that the fact?

THE WITNESS: Yes, it is all green lumber, it is soaking wet.

* * *

Q Is this true of every voyage?

A Yes, it is all construction, No. 4 common, very seldom you carry kiln-dried lumber from the West Coast to the East Coast.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

Q What are the soundings for No. 3 port

DEFENDANT WEYERHAEUSER'S EXHIBIT A

bilge on December 9?

A December 9, No. 3 port is zero and five, and on the P.M. it is zero and two.

Q How about the 10th?

A The 10th it is two and one and two and one.

Q Is there any further trouble with No. 3 port bilge until you come down to Baltimore?

A No, not that I can see. No, No. 1 is showing water. No. 1 shows water.

Q How much?

A Well, you have No. 1 bilge on the 12th, you have nine and 15, nine and 15.

On the 13th you have six and 12 and six and 12, No. 1.

Now, on the 14th you have No. 3 on the port side 12 and zero, 12 and zero, No. 1 you have eight and five and six and five.

Q This is on the way to Baltimore?

A Yes. We are arriving at Baltimore now.

* * *

Q Any trouble in No. 3 port bilge by increase of water, significant increase while the ships is

DEFENDANT WEYERHAEUSER'S EXHIBIT A

empty on the way to Baltimore?

* * *

Q No. 3 port bilge shows water trouble?

A No.

Q Would you go back to December 8th?

A December 8th nothing in the port bilge.

Q You can't tell if there is any pumping, can you?

A No, I can't, there is nothing at all.

Q When does the log go blank, what day?

A It goes from 12/3, 5 and 6, 7 and 8, 9 and 10, and it started again the 11th.

Q And are you in Baltimore yet on the 11th?

A Yes, we are in Baltimore on the 11th.

Q What did the ship do in Baltimore?

A We commenced loading for New York Navigation No. 2 and No. 4 holds.

Q And that is the cargo we are talking about here?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

Q Put that aside, and just pass on his competency as a chief engineer.

A As far as a chief engineer he was satisfactory. He satisfied Mr. Baumgartner, and they know more about the engine room than I know.

Q Is it part of his function to make out the log book?

A Yes.

Q Did he do it?

A Not for those days.

Q Does a competent chief engineer make it out?

A Yes.

Q He didn't do it?

A He didn't do it.

Q To that extent he is incompetent?

A To that extent he is incompetent.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q You were responsible for the whole ship?

A Yes.

Q You are responsible?

A Responsible for the whole ship, yes.

* * *

Q You have the duty to find the cause of water entry if it is alarming?

A That is right.

Q What is your duty towards cargo?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A To see that the cargo is loaded properly and in satisfactory safe condition and get it there in a safe condition.

Q Was that done with Iligan's property?

A Yes, it was.

Q It was delivered in a safe condition?

A No.

Like you are talking about loading in a safe condition, yes.

Q Your duty is to deliver the cargo in the Philippines in a safe condition?

A Yes.

Q That was not done in this case?

A No.

Q So to that extent it was an abnormal voyage?

A Yes.

Q When you damage cargo over two million dollars you must assume it was abnormal?

A Yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Let me start from the beginning, all right?

New York Navigation had a representative down there, and he had the ship laid out for loading, 2400 tons of fertilizer in No. 1, 2500 in No. 3, and 2500 in No. 5 at Tampa.

* * *

So we finished loading in Baltimore, all

DEFENDANT WEYERHAEUSER'S EXHIBIT A

this machinery and so forth, and proceeded to Tampa.

After we got the 2000 in No. 1, we blew out No. 3, completely.

Q What do you mean "blew out"?

A Filled every bit of space we possibly could in No. 3, in fact we got over.

Q Fertilizer?

A We got over 2500 ton in No. 3, we got something like 3000 in there, and blew out No. 5, so we got all the cargo aboard the ship.

* * *

Q No, my question to you was when did first learn, or come to the conclusion that this was an abnormal voyage?

A You mean for the damage to the cargo?

Q In any way.

A When we got to Moji, Japan and I found out that I couldnt take the oil that I anticipated on taking.

Q That is the first time you learned that this was an abnormal voyage?

A That is the first time .

Q On ships of yours is it customary to investigate the cargo holds during the voyage?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Yes. You will see in the log book the mate did investigate the cargo holds, in fact two days prior to getting into Moji he investigated the cargo holds and he told me everything was all right.

Q What is this mate's name?

A John Tomniczak.

Q You don't know if he really checked all the holds?

A Yes, John checked the holds. He is a good mate. He is very diligent, I have been with him a number of occasions, and he was a good mate.

Q When the ship arrived in Iligan how high had the water come over the cargo?

A In No. 2?

Q Yes.

A I would say approximately 14 feet in No. 2.

Q The mate didn't see that?

A No. I can give you an opinion why he didn't see it.

Q I would rather you didn't give opinions. He didn't see it?

A There was no water in the hold when John

DEFENDANT WEYERHAEUSER'S EXHIBIT A

inspected the cargo.

Q You don't know that for a fact?

A That is true, I don't.

* * *

Q Now, bilge readings were taken in Baltimore while the ship was loading Iligan's cargo; is that correct?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A The 13th there are bilge readings, 14th and 15th.

Q On the 13th?

A Yes.

Q What is No. 3 port?

A On the 13th on the port is zero.

14th on the port is 12, A.M. and P.M.

15th is eight and 18.

The 16th is 18.

Q On December 16th there is 18 inches of water?

A Yes.

Q That is right up to the top of the bilge?

A Yes.

Q When was the cargo loaded?

A The cargo wasn't loaded until Tampa. This is while we are in Baltimore.

Q I am talking about Iligan's cargo.

A It was loaded in No. 2 and No. 4, it was loaded in Baltimore.

Q It is a common hold?

A Yes.

Q As far as water is concerned it is a common hold?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Yes.

Q That false bulkhead was not watertight?

A No.

Q And No. 3 port bilge read 18 inches.

A 18 inches.

Q And when was Iligan's cargo finished up in loading?

A The 16th, December 16th.

Q The same day that the No. 3 port --

A Had 18 and 18.

Q Had 18 inches?

A Yes.

Q Did you sign the log for that day?

A That is right.

Q Did you read it before you signed it?

A That is right, yes.

Q And this didn't appear abnormal to you about putting Iligan's cargo in water?

A The distance between No. 3 and No. 2 lower hold is about 60 feet, and the after end in that No. 3, the 18 inches, it probably didn't show any water down in that cargo hold.

Like I say, I was down in the cargo hold, but I don't remember seeing any water on the

DEFENDANT WEYERHAEUSER'S EXHIBIT A

after end.

As far as that sanitary storm valve leaking, if it was leaking and 22 toilets running off there, we would have had water in the after port corner of No. 3 lower hold. It didn't show it. It gave me no cause for alarm, with this 18 inches in there.

Q It didn't bother you at all?

A No.

Q You knew about it?

A I knew about it.

Q On the day the cargo loading ended you knew there were 18 inches of water?

A Yes.

Q The top of the bilge?

A Yes.

Q Any more and the cargo gets wet?

A The cargo wouldn't have gotten wet in the after end of the No. 3. It is 60 feet, it is a common hold because of the bulkhead, the cutout between 2 and 3. There is about 60 feet distance.

Q To you it is still not an abnormal voyage?

A Not with that 18 inches. I presumed

DEFENDANT WEYERHAEUSER'S EXHIBIT A

this is coming from fresh water.

Q You presumed?

A Like I say, didn't I taste it in Panama?

Q Didn't you tell them in Portland that you thought it was fresh water and didn't they check it out and they said no?

A That is right.

Q Didn't you tell them about it again in Baltimore?

A That is right.

Q While you were there?

A Yes.

* * *

Q Who did you see in Baltimore?

A I stand to be corrected. I don't think I talked to anyone in Baltimore. Our conversation in Baltimore with my office was crew replacements, and so forth, and the loading of the ship with Mr. Grivers.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q After they checked it in Portland, and they told you it wasn't the fresh water backing up, you still thought it was?

A That is right. Because it seemed every time we took fresh water that bilge would fill up.

Q Even at sea you have some heavy water in the No. 3 port. That is sweat, right?

A That is true.

Q That is the sweat problem?

A It could be sweat.

Q And on other occasions the deck leaked?

A I didn't say the deck leaked. I said the sounding cap might not have been put on there right. This happens occasionally on a lot of ships when the sounding pipe cap is not put on right and the next thing you have a bilge full of water, on a lot of ships.

Q Now, will you look at 16th and indicate to me what pumping was done?

A No pumping on the port on the 16th.

Q Is there a chief engineer aboard this ship?

A Yes, there was, his name was Peter Kalsidis.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q You told me they started pumping at about five inches or so?

A They do.

Q Why isn't it pumped at 18 inches?

A I haven't got the slightest idea.

* * *

Q You knew it was 18 inches?

A I knew it was 18 inches from the log book.

* * *

Q Did Mr. Mandle ever discuss this with you?

A I don't know if Mr. Mandle and I did. I know we discussed it with Mr. Baumgartner.

Q The company ever criticize you for the way you acted on this voyage?

A No.

Q Mr. Mandle said -- what was his phrase --

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

Q You received no word from the company about all this?

A No reprimand.

Q Mr. Mandle testified on page 92 of his deposition that you were reprimanded.

Who was Mr. Mandle, Captain?

A The operating manager at that time.

Q An important position?

A Yes.

Q The question was "Was the master ever reprimanded in any way for not reporting the occurrences on the Weyerhaeuser during the voyage?"

Answer: "Yes, he was."

Are you telling me that Mr. Mandle was untruthful in that answer?

A The only argument Mr. Mandle and I had after that was when we came back in it was about ordering gangs in Tampa. He wanted to know how come I refused to let the sailors open and close

DEFENDANT WEYERHAEUSER'S EXHIBIT A

the hatches in Tampa. I said I did not refuse to let them, I had Savage who was our agent, who was their agent and our agent, that the sailors would open and close the hatches providing the overtime was to the charterer's account.

Q Was this on the third voyage we are talking about?

A The Tampa voyage.

Q He says reprimanded for not reporting the occurrences on the Weyerhaeuser?

A What voyage?

Q It appears to be the voyage where the Iligan cargo was damaged.

A That is the only --

Q Because the next question is "How about the previous voyage?"

And the answer is, "Yes," saying that you were reprimanded for the previous voyage also.

A No.

Q Mr. Mandle didn't tell the truth then"

A I never got reprimanded.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q You weren't reprimanded you are saying?

A No.

* * *

When did you talk to Mr. Mandle about opening the hatches?

A After the end of the voyage.

Q After the end ofthis big voyage with the Iligan cargo?

A Yes, when we came into San Francisco.

Q He came into San Francisco?

A That is where the office is.

Q You went down to his office?

A He came down to the ship. He said, "How come you didn't allow the sailors to open and close the hatches in Tampa?"

I asked him what he was talking about. He said he heard from New York Navigation that I had refused to let the sailors open and close the hatches.

I showed him the radiogram which I sent to Savage & Co.

Q What else did he talk about?

A That is it.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q What day did you arrive in Tampa?

A December 22.

Q And for how many days did you load this fertilizer?

A Sailed the 23rd.

Q One day?

A One day.

Q How long did it take to discharge?

Is that the ammonium sulphate?

A This is the trisodium phosphate.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q I noticed that it took a month to load the phosphate in Madres?

A Yes.

Q Why?

A Well, first of all you have to understand Indians do not want fertilizer due to their re-incarnation.

Q Who ordered it?

A They did, but it seemed that they couldn't get enough men. The gang would come down, work two hours, pile off the ship. Some days we wouldn't work at all. We would lay alongside there.

Why it wasn't going out I have no idea. Just the fact that we couldn't get the gangs.

Q Is that the only reason for the delay of a month?

A The discharging of the cargo, yes.

Q That was the only reason?

A Yes.

Q Normal cargo?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Wasn't caked, wet?

A Later on it all got caked in all hatches.

Q In Madres?

A Yes.

Q While you were there?

A Yes.

Q What caused that?

A The cargo laying so long in the ship and settling down.

Q Settling down into the water?

A There was no water in Madres, the holds were completly dry. The cargo laying there so long it just kept caking and caking. It has a tendency to cake up.

* * *

Q Now, at Tampa did you take on bunkers and fresh water?

A I don't think we did. I don't think we took any bunkers. I think we finished all our

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

A The log book shows no taking of any water on bunkers in Tampa.

Q And you left on the 23rd?

A Yes.

Q What is the reading for the No. 3 port on December 25?

* * *

A December 25 in Tampa to Cristobal showed 30 in the port, 20 in the starboard A.M., P.M. two in the port, 12 in the starboard.

Q Was this fertilizer carried in bulk?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Yes.

Q And did you sign a log for that day?

A I sure did.

Q Did you read it?

A I presume I did, yes.

Q You wouldn't sign it without reading it?

A I don't think I would.

Q You knew there were 30 inches of water?

A Yes.

Q So you knew that 12 inches of it were in the cargo?

A 12 inches would be up into the cargo, yes.

Q In the fertilizer?

A First of all these bilges are sealed, too, you know, with burlap. Probably no water could have gotten up through the burlap.

Q The water didn't get into it?

A I don't know. We couldn't get into No. 3 hatch because we completely blew No. 3 hatch out to get all that cargo in the ship. The only hatches we could get into was 2, 4 and 5. No. 3 was completely blown out.

The only way the mate could get into the No. 3 was to open the escape hatch from the main

DEFENDANT WEYERHAEUSER'S EXHIBIT A

deck and look down into it.

Q You could get into 2?

A Yes.

Q So what did you do at this time?

A Pumped them out.

Q Then what is the reading for December 27th?

A 35 and 14, two and 12.

Q It came back again in the No. 3 port bilge?

A Yes.

Q You are taking on fresh water?

A No, we are out at sea.

Q That is out of the question?

A Yes.

Q That is not the cause of this entry?

A I presume not, no.

Q Any sweat problem, it wasn't wet fertilizer?

A We wouldn't have any sweat with the fertilizer.

Q Now, it went up to 35 inches. Did you investigate it?

A Like I said we couldn't get down into the hold. I was wondering where it was coming from.

Q Is this normal?

A This wouldn't be normal, this would be

DEFENDANT WEYERHAEUSER'S EXHIBIT A

an abnormal reading.

Q That is an abnormal voyage?

A Yes.

Q You knew on December 25th that it was an abnormal voyage?

A Yes. The readings in the bilges, yes.

Q What is the reading for December 29th?

A December 29th two in A.M. and 38 in the P.M.

Q 38?

A Yes.

Q 20 inches ove rthe bilges now?

A Yes.

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DEFENDANT WEYERHAEUSER'S EXHIBIT A

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Q Were you in touch with your people?

A Yes, I was in touch with them by telephone.

Q Whom?

A Steve Mandle.

Q In San Francisco?

A Yes.

Q What did you tell him?

A We talked mostly about the engine repairs. I can't recall if he even came up.

Q You told me very earlier in this deposition it was your duty to advise the owner of abnormal situations, and I assume you did that?

A Yes.

Q Would you have told Mr. Mandle of this

DEFENDANT WEYERHAEUSER'S EXHIBIT A

abnormal water entry?

A I presume I would have, yes.

Q On the phone call from Cristobal?

A Cristobal to San Francisco.

Q Do you remember what he said?

A To tell you the truth I can't remember. There was about five or six phone calls in there, while the time we were in Cristobal.

Q Would you have told him how high it was?

A I don't know if I told him how high it was, but I have an idea I told him that there was water getting in that port bilge.

Q The same old recurring trouble?

A Yes.

Q And on January 7th, to save a little time, I am reading from a survey report of your American Institute of Marine Underwriters, Hyopsung Shipping Corporation, I assume they are your surveyors?

A That would be the ABS man.

Q I assume, you can stop me if I am wrong, he made notes from the log. We will save a little time if I can take the bilge readings out of this.

On January 7th while you are still at Cristobal the readings in the No. 3 port bilge are

DEFENDANT WEYERHAEUSER'S EXHIBIT A

30 inches?

A Yes.

Q Then you sailed from Cristobal January 14, on which day the reading in the No. 3 port bilge is 20 inches, still over the bilge?

A Yes.

Q And presumably into the cargo; is that correct?

A Well, we arrived the 29th in Cristobal, and that P.M. reading was in the afternoon, and we were alongside the dock at 1406. We hooked up with the fresh water, and this was the 38, this is the day I am telling you about, that the carpenter came up and reported to me, and then I told him to take another sounding.

About 10 P.M. that night I went down and tasted that water, the 29th at Cristobal. That is the day we arrived there, and that is the day we started to take fresh water and bunkers.

Q But there is 35 inches December 27th?

A December 27th. But it still came up that night. It got as high as six feet into that bilge sounding.

Q Six feet?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Yes.

Q In Cristobal?

A While taking fresh water. It got as high as six feet.

Q Now, you knew you had a cargo of fertilizer aboard?

A That is right.

Q And you knew that this bulkhead put in by your employer between 2 and 3 --

A It was not put in by my employer, it was put in by the charterer, New York Navigation.

Q You knew it wasn't watertight?

A Yes.

Q I presume you knew if it got wet the fertilizer would go into the old No. 2?

A Would it? I didn't know whether it would go in there or not.

Q Then you didn't know the nature of the fertilizer?

A I knew the nature of it, it is a round small pellet form.

Q It gets soaked with water --

A How much can it absorb, I don't know?

Q Is it possible to move?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A I presume it moved because it did move.

Q You carried other fertilizers, sir, there couldn't be too much difference between fertilizers as far as water goes?

A I am not a fertilizer expert.

Q It didn't occur to you that the Iligan cargo might be in some danger?

A No, it didn't.

Q So we get the record straight, 38 inches of water in the No. 3 port bilge --

A After taking fresh water.

Q (Continuing) After taking fresh water, or whatever you want to say, why it didn't occur to you that there was any danger to the Iligan cargo?

A No.

Q Any danger to the fertilizer?

A Not the fertilizer getting wet. It is the top soil of Tampa.

Q Tampa is a dry sodium phosphate?

A Yes. If you take it all out of Florida you are not going to have any left. Salt water doesn't hurt the fertilizer.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q 2 and 3 were common holds?

A Yes.

Q Now, when I mentioned 18 inches to you before, you laughed?

A That is right.

Q Remember that?

A Yes.

Q Were you still laughing at 38 inches?

A No. That is when the carpenter reported to me, that we had it up there.

Q In other words, you were concerned?

A Very much concerned.

Q What did you do about it?

A I went down and talked to the chief engineer. I asked him where could this water possibly be coming from. Every time we take fresh water that port bilge fills up. He kept telling me he couldn't figure out where, there was no reason for it, but it was fresh water.

When I tasted that water if that water had been salt water I would have had a great cause for alarm, but it was fresh water.

Q What was it when it arrived in Iligan City, fresh or salt?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Salt water, I presume. It had to be salt water.

Q So your testimony is that it changed from fresh to salt water during the voyage?

A My testimony isn't that. You are getting two things confused.

Q Straighten me out.

A The reason that salt water is in the hold is the fact that you had a leak in the sanitary storm valge, the valve itself. It is in the port and of No. 3 hatch, after corner 18 feet above the deck. This is the sole reason why that salt water got in No. 3 cargo hold, the leak in that pipe. It didn't come from the bilge, it came from that pipe.

Q Did you see that clapper valve when it was taken out of the ship?

13 A I looked at the clapper valve in Iligan

13 City, but I didn't look at the clapper valve in Alameda.

Q What did it look like to you?

A When I looked at it in Iligan City?

Q Yes.

A The clapper valve was turned at an angle in a horizontal fashion, it didn't close properly.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

13 Q I see an ABS survey from Mokpu, where the
14 ABS says that the bottom of the valve had a hole two
15 inches long.
16 A Like I say when I was down there with the
17 ABS man in Moji, Japan that was the size of the hole,
18 an inch and a quarter by a quarter inch.
19 Q When you arrived at Moji did you make a
20 master's protest?
21 A I did.
22 MR. FISH: That is also in Exhibit 17, it
23 is annexed to one of the reports.
24 Q What did you say the cause of the damage
25 was in your master's protest?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A The cause of the damage in Iligan City, the leak in the sanitary storm valve.

Q What did you say in Moji?

A Leak in sanitary storm valve.

Q You didn't say heavy weather?

A We only had one day of heavy weather going over there, and it only lasted for ten hours.

Q It wasn't heavy weather?

A No, just force 7.

Q I don't know what the ABS means here when he says "Report upon leakage into the No. 2 and 3 lower cargo hold compartment stated to be a consequence of heavy weather."

MR. FISH: Here is the copy of the noted protest.

MR. MALOOF: Has this been marked already?

MR. FISH: This is part of Exhibit 17.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

21 Q Now, Captain, according to this document
22 we have agreed it is probably accurate on the bilge
23 readings, on January 20th while you are at sea on the
24 way to Moji, No. 3 port bilge is 38 inches, which
25 you knew because you signed the log book?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A Yes.

What day was that?

Q January 20th.

A January 20th, yes.

Q January 24th it is 30 inches?

A Yes.

Q February 4th it is 40 inches?

A Yes.

Q Now, at that state did you have any second thoughts about your theory of the fresh water entry from taking fresh water aboard?

A No, because probably that santitary storm valve opened up again and started to run down into the bilge, started working through the cargo.

Q Captain, would say that a ship with water in the cargo compartments, in the cargo holds, is a seaworthy vessel?

A When you are at sea, and the ship is still floating, and you can't get into that cargo hold and inspect it, and the mate was down in No. 2 when these bilge readings came and he told me, you will see in here where John has made his entries in the log book, inspected the hold and found same clear.

Q I asked you a simple question.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A When I am out at sea --

Q I didn't say at sea.

A You are referring to the 38 inches?

Q No, I wasn't saying that.

A Yes.

Q With water in the cargo hold when you sail?

A Ten inches in your bilges.

Q Let us go back to the bible here.

I am not talking about sweat, but free water that you could swim in.

A Yes.

Q Let us say 30 inches, 12 inches over the bilges, is that a seaworthy vessel?

A Well, it all depends where the water is coming from. Like I am telling you it is always hearsay with you. I don't know what is going on. I went to the engineer and asked where this water would be getting in there. It might have been a manifold backing up or something, I don't know.

Q Suppose you don't know where it is coming from, is the ship a seaworthy vessel?

A Suppose I don't know where it is coming from?

Q Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A I would say, in your interpretationof seaworthiness, the vessel would be unseaworthy.

Q And you didn't know where the water was coming from?

A I didn't know.

Q And then you left Cristobal for Japan?

A Yes, for Japan.

Q And Mr. Mandle didn't give you any instructions, did he?

A No instructions at all.

Q On the telephone calls?

A On the telephone calls that I remember.

Q Were you in communication with the charterer or his representatives while you are in Cristobal?

14 A Was it Best & Company?

Yes, they had their representative down there in Cristobal.

Q Was he there already, or did he come down when the ship came?

A I think he was aboard once at Cristobal, and I talked to him a couple of times uptown. He knocked us off hire from the charter party.

Q During the repairs?

A Yes. From the time we finished bunkering,

DEFENDANT WEYERHAEUSER'S EXHIBIT A

he knocked us off.

Q But you have discussed the water with him?

A Like I said I didn't think it was necessary to discuss the water. I presumed it was coming from the leaking manifold valve and fresh water into that bilge.

Q You were still presuming that?

A Yes.

Q You didn't mention it to the charterer?

A No.

Q Did you ever give the opinion that the source of the water was a back-up in the bilge system?

A Did I ever give that opinion?

Q Yes.

A Not that I can recall.

* * *

Q Would the operations manager be in the nature of a superior of yours in the company?

A Yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

Q Were there any pumping problems in India?

A Pumping problems?

Q Yes.

A Not that I can recall.

Q No trouble with the pumps?

A The only thing we had in India was a little generator trouble.

Q Captain I think you were ordered in writing not to have made any foreign repairs?

A That is right.

Q Unless it was absolutely necessary for the safety of the vessel?

A Yes.

Q How did you interpret those instructions?

A The reason we don't have these foreign repairs is because of the Customs duty and so forth. Weyerhaeuser just doesn't do things like that, unless it is absolutely necessary for the safety of the ship.

Q So that you wouldn't have had any foreign repairs as long as the ship is navigating?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A No.

Q Floating?

A If we had something wrong, we would call down an ABS man and let him recommend what has to be done to just keep the vessel in class. If he recommended a repair, we would do the repair. This way when you come back in you would have a Customs form of any foreign repairs that you would fill out. If he recommended that we proceed to the next port to have it done we would proceed.

Q Page 41, 42 and 43 of Mr. Mandle's deposition he says that if the captain, meaning you, had knowledge of the high bilge readings he says he would have investigated, meaning you.

Do you agree with that?

A That I would have investigated the high bilge readings? Yes.

Q On page 43 Mr. Mandle said, speaking about the master, "He should consider that he has a considerable entry."

A Yes.

Q Do you agree with that?

A Yes.

Q On page 44 Mr. Mandel was asked this ques-

DEFENDANT WEYERHAEUSER'S EXHIBIT A

tion, and he gave this answer:

"Q Certainly you would agree on that leg of the voyage --" I am not sure what voyage he is referring to --

MR. FISH: Tampa to Cristobal, because it says at the top of page 44, "After leaving Tampa."

Q (Continuing) " -- that on that leg of the voyage the master, if he was paying any attention at all to the log book, would realize that he has a problem in No. 3."

The answer was, "Yes."

A Right.

Q You have no quarrel with that opinion of Mr. Mandle's?

A No.

Q So did you realize that you had a problem in No. 3?

A Yes. I knew we had a problem. But like I say every time before we took this fresh water this bilge would fill up. That is where I figured it was coming from all the time. When we got down to Cristobal I made it a point to test it and it was fresh water. That was all I was interested in, when I found it was fresh water then I knew it

DEFENDANT WEYERHAEUSER'S EXHIBIT A

was coming from the engine room. Every time I went to the engineer and asked what is wrong he said that nothing was wrong.

Q On page 47 Mr. Mandle said, speaking about the ship, they felt it was leaking back through the bilge system.

A Maybe he discussed it with the chief engineer.

Q The previous answer is apparently in the opinion of the master they had found the source and did not consider it to be a serious problem.

What was the source? They felt it was leaking back to the bilge system?

A I can't remember having any discussion with Mr. Mandle about leaking back through the bilge system.

Q That doesn't accord with anything that you have said here today.

A No.

Q On page 47 the question was:

"Should the entry of water on the voyage from Tampa to Cristobal be reported to the operations department?"

The answer was, "At this stage it is

DEFENDANT WEYERHAEUSER'S EXHIBIT A

obvious."

So that explains your phone call to San Francisco, right?

A Like I say there were so many phone calls to there, from Cristobal to San Francisco, I can't recall everything that was said on those phone calls. It was at least a good eight that we had, long distance calls.

* * *

Q This clapper valve, Captain, when the ship is in ballast, unloaded, it is above water?

A It is quite away above water. A good 15 feet, 20 feet.

Q And when the ship is loaded it is underwater?

A At summer marks it would be about two feet underwater.

Q What are summer marks?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A It would be 27 feet 8-3/4 inches, and the light load line would be 12-10, I think it was.

Q I don't know if you have done it, but in studying the history of the entry of water into No. 3 port bilge had you noticed a relationship between the times when the ship is loaded and the times the ship is empty?

A I noticed that.

Q The water was entering when the ship was loaded

A Yes.

MR. FISH: Now I suggest that that is an erroneous statement of fact, and I move that it be stricken, because the log records you have read indicate that there was pumping and water in the ship in Madres when she was very much lighter than 25 feet draft.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Are there any entries in the log book, Captain, at Cristobal, concerning the entry of water?

A I think it is at 38 inches there.

Q Aside from the bilge readings?

A No, there is no entry.

Q No comment?

A No comment.

I have to read the whole log book here.

Q Just while you were at Cristobal.

MR. FISH: I found no such entries.

A No such entries while we were at Cristobal.

Q Shouldn't there be an entry of unusual situations in the log book?

A If there was an unusual situation, but like I say the fact that I conceded it fresh water, and that was the reason it didn't bother me much, because after I tested it and it was fresh water I presumed it was coming from some place in the engine room.

If I hadn't tested this water, I would

DEFENDANT WEYERHAEUSER'S EXHIBIT A

say I would. I made a special point to go down and taste this water. I told the engineer to check it, he came up and reported to me in my room that there was something wrong, that the bilge was filling up. When I went down there to test it with him, found it was fresh water, then I knew it wasn't salt water, it didn't come from the sea.

I said to the chief, "How come every time we take fresh water this port bilge fills up like this, fills right up?"

Q What did he say.

A He didn't know where it was coming from, what caused it.

Like you say, we just went through the survey in Portland, Oregon that was looked at by the Coast Guard, and they certified it was seaworthy, no leaks in it or anything like that. I heard Commander Rynbergen state this in front of Mr. Rohnberg our marine superintendent, it gave me no cause to worry about that storm valve.

What they usually do is they have a carbon-tip hammer, and they go down and pound all of this.

Q This is what is usually done, you don't

DEFENDANT WEYERHAEUSER'S EXHIBIT A

know if it was done?

A He carried it in his pocket.

Q You don't know if it was done?

A I don't know if it was done because I was not in the cargo hold with him.

Q Because as it turns out it was wasted away, Captain?

A Was it wasted away?

Q You saw it?

A That is right, I did see it, but I don't know actually what caused that.

Q You disagree with Mr. Mandle again, he said it was wasted away?

A He inspected it when it was taken out and put on the deck in Alameda.

Q That makes a difference?

A It makes a difference. The only time I inspected it was at Moji. To me it looked like a piece had come right out.

Q Mr. Mandle's opinion was that it took a long time to arrive at this condition?

A It did?

Q Do you agree or disagree with that?

A Took a long time to arrive at this condition?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q The rusty wasted condition, it ended up with a four-inch hole in it from rust?

A It didn't have a four-inch hole when I looked at it in Moji. It did not have a four-inch hole. It was an inch and a quarter by one-quarter inch when I looked at it.

Q Mr. Mandle, I take it, is a reliable man?

A I know Steve very well.

Q Page 78 he says:

"I would say approximately a half inch by four inches."

A This is a couple of months later.

* * *

Q On page 78 Mr. Mandle says:

"The consensus of opinion was it was wasted."

Apparently he wasn't alone, it was the

DEFENDANT WEYERHAEUSER'S EXHIBIT A

consensus of opinion.

A If they said it wasted away, it wasted away.

Q What is your opinion, you disagree?

A I can't tell because I didn't get up there and chip it. When I went down and looked at it at Moji it didn't appear to be wasted to me.

Q You disagree with the consensus of opinion?

A They had it out on deck.

Q Did they have a better opportunity than you?

A Yes, they had it all apart and on deck.

Q On page 82 Mr. Mandle, your operating manager, was asked this question, and he gave this answer:

"Are you aware of any other Liberty ships operated by Weyerhaeuser where clapper valves were found in similar condition as on the John Weyerhaeuser?"

His answer was:

"We have had clapper valves deteriorate."

A He probably did have them deteriorate.

Q You said you never had it happen to you

DEFENDANT WEYERHAEUSER'S EXHIBIT A

before?

A That is right.

Don't forget there were six ships. They went through all these ships when they went on drydock where I didn't.

* * *

Q Are clapper valves checked during the drydocking period?

A Usually clapper valves are checked, the whole bottom is looked at.

Q Mr. Mandle says, "Not normally, no."

A Mr. Mandle says it, Baumgartner wrote the checks.

Q Whose knows better, you or Mr. Mandle?

A Mr. Mandle, he is in charge of repairs, he should know more than I do.

Q He says they are not normally checked during thedrydocking period.

A Take Mr. Mandle's opinion then.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q On page 91 Mr. Mandle was asked this question and he gave this answer:

"Mr. Mandle, the wasting of the clapper valve that you noticed, did that occur on the voyage from Tampa to Moji, Japan, or had it accumulated much earlier than that?"

His answer was:

"I would say it occurred over a longer period than that time span, yes."

A Mr. Mandle said that?

Q Yes.

A He is a metallurgist, he can say how long it takes. Since he said it, let it stand at that.

Q Who is in a better position to know, you or Mr. Mandle?

A I don't think Mr. Mandle is capable of telling how long rust has been there, or when it started. Don't forget this is under salt water and everything for a continuous time.

* * *

MR. FISH: Why don't you read the rest of Mr. Mandle's testimony on that particular point. He gets very specific.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

"Are you talking about years rather than weeks?"

"A I really couldn't tell you; but not days."

* * *

Q I think you have testified very early in your deposition, Captain, that at Portland there was an annual inspection?

A Yes.

Q And you said they found the sanitary storm valves in good condition?

A Yes.

Q Now, when you told me that Mr. Mandle does know what he is talking about, it is not normally checked inthe annual drydocking?

A This time it was checked in the annual drydocking.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Where is the report of that? Have you got a paper on that?

A I don't have any paper on that.

* * *

Q You didn't mean they checked the clapper valve?

A Let's get this straight. He is talking ABS, you are talking Coast Guard. My annual inspection was Coast Guard, they inspected it.

Q They did?

A I don't have nothing in writing. I am telling you as hearsay.

MR. MALOOF: I will object to the hearsay.

A It was a discussion in the mess room about the condition of the sanitary storm valves. Commander Rynbergen said to Mr. Baumgartner, "They are in good shape, they are the best I have seen."

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Baumgartner's reply was, "They should be, the ship was just renovated, and they are only four or five years old."

Q Four or five years?

A Yes.

Q I think you testified earlier that Moji was the first indication of the real entry of water?

A Yes.

Q That can't be right.

A Like I say, the mate was in the cargo hold.

Q I am talking about the 40 inches in the log book?

A We couldn't get into No. 3.

Q Doesn't it indicate a real entry of water into the cargo holds if it is 40 inches high?

A Yes.

Q Moji isn't the first indication then, is it?

A As far as the bilges are concerned Moji wouldn't be.

Q How else would you know?

A We saw no water in No. 2, No. 2 was completely dry.

Q You didn't see it?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A No, that is right, I had taken the mate's word. The mate checked the holds, told me, "No. 2 is completely dry, I can't get into No. 3", that is it.

Q You remember those exact words?

A Let us take a look and see what he makes the log book entry on it.

Q Go ahead.

A "One P.M. checked cargo holds, all in good condition, J.T."

That was the 20th of January.

Q Wait a minute now. The 20th of January?

A Yes.

Q That includes the time that the fertilizer was floating in water?

A It has 38 inches right here, that is right.

Q And the ferilizer is soaking wet?

A We can't get into No. 3.

Q Why did he say good condition?

A He couldn't get in. He went back to the after end of the No. 2 hatch and inspected the bulkhead and it showed no evidence of water getting in.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

20 Q You say eventually you had arrived at 13
21 feet of water then?
22 A What I was referring to was I expected the
23 load of approximately 1200 ton of bunkers at Moji
24 to carry me through. That would put me down to
25 my summer marks again. When I got there I was

DEFENDANT WEYERHAEUSER'S EXHIBIT A

already on my summer marks. I presumed it was approximately 1200 ton of water in that hold.

Q But my question, perhaps you misunderstood it, or perhaps I didn't state it correctly, is do you know how much water was in the No. 3 hold when your chief officer made his inspection two days before arrival at Japan?

A I don't know how much water was in No. 3 hold.

You mean as far as by him is concerned?

Q Or by way of bilge soundings?

A All I could tell was that there was 38 inches in the bilge.

Q You are not saying, are you, that that is all the water that was in the hatch at that point?

A I am not saying that that is all the water that was in there.

Q Could you tell us why 13 feet, or something less than 13 feet, 10 feet?

A Can I go back to Tampa, to say how the cargo loaded?

A You can explain it.

A When we were back at Tampa, in order to get all the cargo into No. 3 hatch, we didn't put

DEFENDANT MEYERHAEUSER'S EXHIBIT A

the pontoons on the tween deck. They are not a structural safety factor on the ship. We put them aside, we completely loaded that No. 3 lower hold out. We had a bulldozer down there shoving it to the sides to bring it all the way up to the wings. Over in the wings we had six inches that the bulldozer couldn't get it up to.

Then we completely blew the tween deck there, pulled it right into the lower hold, completely lowered it on the tween deck and blew that tween deck out as far as we could, it was even up to the escape hatch. That is how we had this fertilizer.

Now, with the sanitary storm valve leaking in there, and this fertilizer absorbing this water down there, which it did, because when we went down there we found pockets of water through the fertilizer, all I can say is that this fertilizer began absorbing so much water and it became like muck. All this weight came down and just drove it right through this false bulkhead right up into all that cargo and it just flooded the hold.

The cargo in No. 3 had settled, I would say, a good six feet.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q So then what you are trying to explain is why you didn't know that there was 13 feet of water in the hold prior to arrival at Moji?

A Yes.

Like I say when John was down there, and like you say hearsay, he reported to me that the holds were dry, he inspected the bulkhead and everything and there is nothing coming through, it is nice and dry down there. She must have come through with such a force, because after looking at all those turbines and so forth, that stuff was plowed right in there, and I mean deep.

Q Coming through an inch and a quarter, as you put it, and a quarter inch, with the amount of water you noticed in the hold, how long a period of time would this have taken?

A When it was leaking after we put the cement on, the cement patch on, or the cement block on in Moji and proceeded to Mokpu and it was still leaking, and I went down there and inspected it, it was a good heavy stream coming in there. How long it took to get in there I couldn't tell you. I couldn't tell you what the rate of flow was. But it was a good heavy stream coming in there.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Now, in your discussions with the New York Navigation Company people did you tell them that the vessel had undergone an annual inspection and drydocking at Portland?

A I believe I did discuss that with them.

Q And did you tell them that everything had been passed?

A And that the ship should be in good shape, yes.

Q There was a new chief engineer aboard the vessel at Baltimore; is that correct?

A Yes.

Q After you sailed from Tampa, continued on to Cristobal, and then on to Moji, did you communicate with New York Navigation concerning the water in the hold?

A No, I don't think I did. I didn't know that there was any water in the hold except what bilge charts would show.

Q With regard to the six feet of water which you say occurred after you took on fresh water at Cristobal, you didn't relay that fact to New York Navigation?

A I did not, no.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Now, you were asked before concerning Mr. Mandle's testimony as to whether the clapper valves are checked during the drydocking period, and he had answered "Not normally, no."

Do you say that the clapper valves should be checked during the drydock period?

A Well, that is up to the Coast Guard and the ABS.

Q I am talking about you as a master of a vessel, would you want your clapper valves checked?

A Yes, I would want the clapper valves checked, yes.

Q And you would want that pipe checked also, wouldn't you, on an annual drydocking?

A On Liberty ships the sanitary storm valve goes through No. 3 , on other ships it doesn't, it goes through all the engine rooms. This is the first time I have ever had a sanitary storm valve leak on me. But I have been told that they have been a constant trouble on Liberty ships, the sanitary storm valves leaking.

Q As captain of the vessel you would expect that in the annual drydocking that that pipe, that clapper valve would be checked?

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A That is right.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Just to clarify that point, there was no Supper cargo riding the ship?

A No Supper cargo riding the ship, no.

Q Do you know how the bilges, the bilge wells were prepared before the loading of the fertilizer?

A Burlaps, and I think we used on the outside cement on the outside of them. Burlapped the top of it and cemented the sides.

Q Cemented the burlap down?

A Yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q Captain, Mr. Mandle in his deposition, as I recall it, could not state when the sanitary discharge valve had previously been inspected.

In reviewing the set of survey reports in Exhibit 17 I see an American Bureau of Shipping report of annual load line inspection dated October 15, 1965.

A Yes.

Q The first column is item examined, the second is for condition, and the third column is recommendations, repairs effected.

Will you read item 8 on that report?

MR. MALOOF: I will object to that question. That document speaks for itself. The captain wasn't even aboard the ship in 1965. It is just another piece of paper.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q What does item 8 cover?

A Item 8 covers scuppers and sanitary discharge valves.

Q What is the condition?

A Satisfactory.

Q Can you say whether or not that indicates that there was an examination?

A That is right.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT A

* * *

Q On September 20th I find remark in the afternoon, Captain in the engine log.

A "Ground in and repacked No. 3 port bilge suction valve."

Q My review of this engine log I think corresponds with your testimony given on cross-examination, that there were no pumping problems thereafter concerning No. 3 hold. I find only one entry wherein No. 3 is mentioned from there to the end of the voyage.

Would you let me know whether you find my remark correct, Captain?

A What page is it on?

The bilge packing?

Q Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

A That is correct.

Q Is there any further pumping problem after that entry?

MR. CORSA: With regard to pumping problem, you mean anything in regard to the bilge pump?

MR. FISH: Yes.

A NO, that was the last entry.

* * *

Q In your experience with the company, would you tell us what the customary procedure is for reporting repairs that are needed, whether in the engine room or on board the ship?

A Well, what we do is get our repairs for the voyage, something that we can't do ourselves, in the last port going home we make a list of all these repairs, the mate makes his list, and turns it in to the mate, the mate types them up and he gives his to the chief engineer, and the chief engineer goes over each one. Minor repairs we do, major repairs we send in to the company for them to act upon.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

Q What is the response to such notification?

A Weyerhaeuser was always good in making repairs.

* * *

Q Have you ever had any problems in obtaining repairs on matters that you have recommended same?

A No.

MR. FISH: You may inquire.

* * *

Q Captain, at Baltimore prior to leaving on this disastrous voyage did anyone from New York Navigation inspect the ship?

A Yes, they did.

Q Who was it? Who did it, do you know?

A I think Augie Grivers inspected it, and I think they had their surveyor too.

Q Did they go down into the holds?

A Yes.

Q Did they ask you for a ladder?

A Not that I recall. They wouldn't come to me for it anyhow, they would go to the mate.

Q Who was with Mr. Grivers?

A I imagine the chief mate. That is his job.

DEFENDANT WEYERHAEUSER'S EXHIBIT A

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* * *

Q Now, you testified previously that before loading the burlap you covered the bilge wells with burlap?

A Yes.

Q And cemented it?

A Around the edges.

Q Could that possibly account for having so much water in the ship at Moji, but which is not reflected in the bilge soundings? Could it have kept the water out of the bilges?

A It is put this way so that if there is any leak in the hold it will seep into the bilge, you do this with grain and everything like that.

Q But with the fertilizer and all, perhaps the bilge scuppers became became covered up, or the drain?

A Well, we had all this weight on it, like I say from the fertilizer and so forth, and the water would have to work its way all the way down through the fertilizer to get to this bilge.

Q So that it is possible, and that is why the bilges read only 40 inches when there were 12

DEFENDANT WEYERHAEUSER'S EXHIBIT A

feet in the cargo hold?

A Yes.

Q Does that make sense?

A Yes, it does.

Like I said before, the cargo itself, the fertilizer absorbed a lot of this. We found pockets in there, pockets of water right in the fertilizer itself, in the hold, while it was being discharged.

* * *

Q Would it be fair to say that the chief engineer, Mr. Haman, who was previously familiar with the problem of water in No. 3, had not told the new chief engineer of the problems with regard to the water problem of No. 3 hold?

A No, he never told him.

* * *

Q Neither did you, Captain?

A With Pete?

Q You didn't tell the chief engineer?

A I told Pete when we took fresh water that No. 3 bilge did fill up. I told Pete about this. I told him we had a lot of trouble. I knew Pete before because he sailed with me.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

* * *

Q What is your name, sir?

A Harold Baumgartner.

Q Where do you live?

A 1133 Pearl Street, Alameda.

Q When and where were you born?

A I was born at College Point in Queens, New York City on February 3, 1904.

Q What has been your profession?

A I have been a marine engineer.

Q What is your present profession or occupation?

A I'm not occupied. I am retired.

Q When did you retire?

A August 31, 1967.

Q In 1966 and the early part of 1967, up to your retirement, by whom were you employed?

A Weyerhaeuser Company.

Q In what capacity, Mr. Baumgartner?

A I was a marine superintendent.

Q The Weyerhaeuser Company, principally known as a lumber concern, operated a steam ship

DEFENDANT WEYERHAEUSER'S EXHIBIT C

branch at that time didn't they?

A We were a division of the Weyerhaeuser Company.

Q And what was the division known as?

A Weyerhaeuser Line.

Q Where was the principal office of that line?

A Weyerhaeuser Line was located at San Francisco.

Q That's where your office was?

A That's where my office was at.

Q When did you first go to sea?

A I first went to sea in early 1920.

Q In what capacity?

A I was a coal passer.

Q Have you had any technical school training since you went to sea?

A No, sir.

Q What was your experience after you first started in as a coal passer, if you will tell us just roughly what your history was?

A I became a water tender, an oiler, a deck engineer. I obtained a third assistant engineer's license, a second assistant engineer's license, a

DEFENDANT WEYERHAEUSER'S EXHIBIT C

first assistant engineer's license and finally a chief engineer's license limited for steam.

Q When was the first issue of your chief's license?

A ~~1951,~~ 1938 AB I believe March 17th.

Q Do you still hold that license?

A That license has been renewed and it is still in force.

Q What issue is it presently?

A I believe it is the 11th issue.

Q You sailed in various types of ships?

A I sailed in freight ships, passenger ships and tankers.

Q Have you sailed in liberty ships?

A I have not sailed in liberty ships.

Q Have you sailed as chief engineer?

A I have sailed as chief engineer.

Q When did you first become employed by Weyerhaeuser?

A February, 1937.

Q In what capacity?

A As a first assistant engineer on one of their vessels.

Q Will you tell us what the progression of

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your duties was after that with the company?

A After May, 1937, I was employed by the same company as a relief engineer on various of the eight ships of their fleet.

In 1939, I was taken into the office as a port engineer, and in 1942, I became the marine superintendent.

Q During World War II, how many ships did the company own?

A The company owned eight vessels.

Q How many did they operate?

A We operated a hundred or roughly a hundred.

* * *

Q Liberties included?

A I would guess 68 liberty ships. The bulk of the fleet were liberty ships.

Q Was that under general agency for the government?

A We were a general agent for the maritime administration.

Q Acting in that capacity, what responsibility did your company have for the maintenance and repair of

DEFENDANT WEYERHAEUSER'S EXHIBIT C

that fleet?

A We had the complete maintenance and repair of their fleet of vessels in our care subject only to such rules as the general agency position of the company required.

Q Subsequent to the war, what did Weyerhaeuser Company operate?

A Liberty-type vessels.

* * *

Q Since then, up until the time of your retirement, the company operated six liberties, did they?

A We operated six liberty ships.

Q As owner?

A They were fully owned.

Q During your career, can you give us the approximate number of liberty ships for which

DEFENDANT WEYERHAEUSER'S EXHIBIT C

you had the responsibility of maintenance and repair?

A A total would be over a hundred and ten, not all at one time. I would say there were one hundred and ten different vessels that I had to do with. This is an estimate, of course.

Q As marine superintendent, what were your duties?

A The maintenance and repair of the entire vessel, planning for alteration or innovation to suit our trade.

Q The trade was primarily intercoastal lumber west to east?

A We carried lumber west to east and general cargo east to west.

Q Did there come a time when that was supplemented by chartering operations?

A Yes. Toward the close of my experience with them, all of the vessels were under charter.

Q What kind was that? What kind of charter?

A They were time chartered to various companies.

Q Is it fair to say that under a time charter, the charterer has the use of the vessels but it's actually maintained and physically operated by the owner?

A That's correct.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q There has been reference in this case in which you are now testifying, Mr. Baumgartner, as to a conversion or any expression that you may want to use, of fleet. Do you recall that?

A I do.

Q When was that?

A It was a program that started--the actual work of conversion, if that's a general term, started in February, 1961, and completed, I believe, in May of 1962. This included six vessels, one of which was worked on at a time.

Q And the John Weyerhaeuser was one of those ships?

A The John Weyerhaeuser was a second of those vessels to have this conversion completed.

Q Was the same type of work carried out for each vessel?

A The completed work was exactly the same. The object was to make the six ships all of the same condition.

Q Just tell us very briefly what the purpose of this conversion program was.

A Generally to better carry our lumber cargos from the east coast to the west coast.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q And what did you do, just briefly, about the cargo capacity?

A The cargo capacity was altered very slightly, however, the cargo holds were considerably altered for better carrying.

Q I wasn't thinking of dead weight lifting, Mr. Baumgartner, I am thinking of the general nature of the work that was done with reference to cargo.

A The cargo holds were opened up by the removal of bulkheads and the fitting of more usable hatch coverings.

Q Was anything done with the mid-ships, the living quarters?

A The entire crew quarters were stripped down and scrapped and rebuilt in modern fashion.

Q Can you tell us the approximate cost of this work per ship as divided between cargo work and mid-ships living work?

A Slightly more than a half million dollars was the total package and about 220,000 went into crew quarters and the balance into the cargo hold alterations.

Q Both before and after that conversion work, will you tell us what the company policy was

DEFENDANT WEYERHAEUSER'S EXHIBIT C

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in general in regards to maintenance and repairs?

A The policy was to ~~maintenance~~ maintain HB. the vessels in satisfactory condition for the carrying of their cargo, safe transportation of their cargo and the safety and comfort of the crew.

Q From 1961 on, at least, who was responsible for the maintenance and repair work on this fleet?

A That work was in my charge.

Q Did the company place any restrictions on your program for maintenance and repair?

A Only to the extent to meet their scheduling; ~~at~~ a HB dry-docking which I thought was necessary they may tell me would have to be deferred for a month or so in order to accomodate a cargo commitment. Otherwise, there were no restrictions.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

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worthiness in the captain's own terminology.

Q All right, what is your concept of the word sea-worthiness?

A I would define sea-worthiness as a vessel being fit for the contemplated voyage considering

* * *

put it in another way.

Q If repairs were necessary for the sea-worthiness of the vessel in the concept that you have expressed, was there any occasion in which such repairs were put off by reason of cargo commitments?

A No sir, not to my knowledge at any time.

Q Did the company place any limit on the amount that you were to spend for repairs and maintenance?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

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A I was required to submit a budget yearly, and if that budget was accepted as such, there was no limitation on the amounts I spent within it.

Q What was the company policy with regard to maintenance of these vessels in sea-worthy condition within the meaning of the concept that you have expressed?

A At no time was I ever told to allow a ship to sail that was not sea-worthy in my own mind.

Q Mr. Baumgartner, have you ever sent a ship to sea knowing that she was not fit for the purpose that she was intended?

* * *

A No.

* * *

Q I have here a file which is entitled S1910, S.S. John Weyerhaeuser, Ships Repairs, Voyages 19, 20, 21 and 22. Can you tell me what that file is?

A This file consists primarily of work requests made to my office by the ship master, the

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chief engineer and the chief steward, and in addition repair orders which I had--or specifications--that I had made up to various shipyards to put in hand the work requested by the crew.

Q That's a file that you maintained, was it?

A I maintained this file in my own office.

MR. FISH: The file, counsel, is available at any time for examination. A large number of repair orders, requests, specifications, is contained in it. The file covers the period of the voyage of the John Weyerhaeuser to India , the subsequent intercoastal and then the Iligan voyage. Any details you may seek as to repair that were done and what was ordered, I believe the information is to be found in this file. Rather than trying to pick out all these individually, I will ask that the folder as a whole be marked as an exhibit.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

* * *

Q There has also been some question as to whether there was leakage from the companion discharge on the starboard side of the vessel. We have been concerned particularly with what I shall refer to, unless I am corrected, as a clapper valve. I ask you, captain, whether or not this diagram is an accurate diagram of the type of clapper valve concerned?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

* * *

A To answer your question, that is a reasonable drawing--I would accept that as a drawing of a clapper valve.

Q I know there is a circle around one of the figures and it is my impression that that relates to a different size of valve. Can you tell us what the size of the valve in question was?

A That valve, to the best of my memory, had a four inch inlet and a five inch outlet. I believe that's the way they are made. I don't have an exact recollection, but I am quite certain it was four inch inlet and five inch outlet. It was called a four inch valve.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

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* * *

?

Q The four inch diameter inlet column shows the weight of the valve in question as what?

A 81 pounds.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q Can you tell us what that report is, Mr. Baumgartner?

A This is a report on the completion of the second special periodical survey number one of hull and machinery and the annual boiler survey.

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* * *

Q That's a survey report that you received, Mr. Baumgartner?

A From the ABS at the conclusion of their survey.

* * *

Q Did you attend that survey?

A Yes, I did.

Q Is there any entry there with reference to overboard discharge valves?

A Yes, there is.

Q Where do you find that?

A On page 2, it is item number eight.

Q Will you read that to us?

A Item number eight, the sanitary and other discharge through the vessel's sides were examined and found satisfactory.

Q Did you accompany the surveyer in his work?

A To the best of my knowledge, I had.

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Q Were you present when those discharge valves were examined?

A Either I was present at the time the surveyer examined them or I did see the valve prior to its closing up. I may not have been there at the moment he was there.

Q But ~~he~~ did see the valve open?

A I see all valves open. I always have.

Q Did that include the particular valve that we have been talking about?

A It would.

Q What was the condition of the valve at the time that you examined it?

A To the best of my knowledge, it was in good working order. It required no repair.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q Mr. Baumgartner, I have showed you two reports, survey reports. Can you tell us what they are?

A Well, I am looking at a report of an annual load line inspection for the John Weyerhaeuser dated October 15th at San Francisco.

MR. SHIMSHIDIAN: What year is that?

THE WITNESS: 1965.

Q Is there an entry there as to sanitary discharge lines?

A There is.

Q And what is that entry?

A It states scuppers and sanitary discharge valve in one column as the item examined, and in the second column it states the condition as

DEFENDANT WEYERHAEUSER"S EXHIBIT C

satisfactory.

Q The second survey report I have referred to, can you tell us what that is?

A It is an American Bureau of Shipping Report and it is a report on the dry dock survey annual classification survey, annual boiler survey, intermediate survey and repair.

Q Could we have the date on that? When was that survey made?

A It is dated at San Francisco, California, October 15, 1965.

Q Is there any entry in there with reference to overboard discharge lines, the soil line valves?

A The reference is not to soil line valves, that I can see.

Q What reference is there?

A There is a reference in item four, all openings to the sea together with chests, nipples and valves in connection therewith, were opened, overhauled, examined internally and externally and found or placed in satisfactory condition as follows: a) The auxiliary suction sanitary suction and bilge overboard valves were found wasted and were renewed, period.

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Q I notice item 15 says that the annual load line inspection was carried out at that time, is that right?

A That is correct.

Q Did you attend at the survey?

A I did.

Q Can you tell us whether or not the soil line overboard discharge valves were opened up and examined?

* * *

A They were.

Q Did you personally examine the overboard

DEFENDANT WEYERHAEUSER'S EXHIBIT C

soil line discharge valves?

A I did.

Q Does that include the valve in question?

A It did.

Q What condition did you find?

A In good working order.

Q Again from former Exhibit 17, I find another survey report which I wish to refer to. Will you tell us what that report is?

A This is an American Bureau of Shipping report dated March 30, 1966, at Philadelphia, Pennsylvania. It states it was in order to carry out special conditions survey for use by the owner's Insurance brokers in connection with their dealings with cargo underwriters.

Q Are you familiar with that inspection and survey?

A I am familiar with it, yes.

MR. MALOOF: I object. It's a little vague. What do you mean by familiar? Has he ever seen it before, today or when?

MR. FISH: We'll elaborate on that.

MR. MALOOF: Please do.

Q What was the purpose of this inspection

DEFENDANT WEYERHAEUSER'S EXHIBIT C

and survey?

A We were attempting to prove to the cargo underwriters that our vessels were maintained in somewhat better conditions than the average of liberty ships at that particular time since the underwriters were casting a bad eye towards vessels of that age.

Q This is the report that was made as a result of the survey that you asked for?

A This is the report made by the American Bureau of Shipping surveyer.

Q I ask you to read the last paragraph of that report.

A The condition of this vessel, hull, holds, spaces, machinery, pumping apparatus, boilers and equipment indicates satisfactory maintenance and the condition of this vessel is well above the average cargo vessel of this age group.

Q There has been reference in previous testimony, Mr. Baumgartner, to a previous voyage from the east coast out to India, and were, I believe, a cargo of fertilizers, and it returned to the west coast. Are you familiar with that voyage?

A I know that voyage was accomplished.

Q During the course of that voyage, did you

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have occasion to have correspondence with the master and chief engineer?

A That I corresponded with the master during the voyage, I am not certain. I did definitely correspond with the chief engineer.

Q Oh, incidentally, are your duties concerned with the operation of the deck department of these vessels?

A Insofar as the maintenance and repair of the vessel, yes.

Q Otherwise, for the actual operation, who would have the responsibility as superviser?

A My superior at that time, Captain John D. Knox.

Q Captain Knox is now deceased?

A He is now deceased.

* * *

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Q Under Captain Knox, who was responsible for the deck operations of the vessels?

A Captain Anthony Balkunas.

Q What was his job?

A His title was ~~put~~ Part AB captain.

Q At the deposition of Captain Dumble, I asked that there be marked as exhibits certain correspondence. They were marked for identification as WA through WH. I have rearranged them in chronological order. Can you tell us generally what that correspondence is?

A This is generally correspondence between

DEFENDANT WEYERHAEUSER'S EXHIBIT C

the ship master and his home office at San Francisco.

Q Does it include correspondence between you and the chief engineer?

A Yes, there are letters herefrom he to myself and from me to him.

Q In chronological order I believe the first one is marked as Exhibit WH. Can you tell us what that is?

A That is a letter from myself to--that is a letter from the chief engineer to myself, a report on the vessel's condition generally, the machinery condition on arrival at Madras, India, in August, 1966.

Q And the next one--well, I guess I am out of order here.

The next doc ument I have here, what is that?

A That is a copy of a letter from myself to the chief engineer dealing on voyage progress, generally notations to him as to things that might be accomplished during the voyage.

Q And that is marked WD. Was Wh in reply to your WD?

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A Yes, I would say that was generally in reply.

Q The next one I have here--I guess I have these in reverse chronological order--is WG. Can you tell us what that is?

A That is a brief note from the chief engineer dated at Madras August 6, 1966, to myself. Again it was a brief condition report of the vessel.

Q And there is another one, WF, what is that?

A That was another brief letter to myself from the chief engineer dated July 25, 1966, at Aydin Arabia, and it deals with minor repairs on the vessel in connection with the engineroom.

Q Omitting the ones that were not addressed to or by you, I have one more here marked WE. That is what?

A That is another voyage progress report from the chief engineer dated at sea July the fifth, 1966, to myself. It dealt with minor problems and conditions in the engine room.

Q Is there anything in any of those documents which refers to any problem with leakage through the hull or pumping of bilges?

A No, sir.

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Q Did you ever receive any written advises of any such problem concerning this voyage to India or subsequent thereto, prior to the voyage to Iligan?

A No, sir.

Q When was the first time that you received any information in writing concerning leakage in cargo holds of this vessel?

A I don't believe any message was sent to myself. I believe the first knowledge I had of it was in communication probably by radio. I am not certain. I guess it must have been by radio from the master to our office at San Francisco.

Q When and where was the vessel at that time?

A The vessel had arrived at Moji, Japan, for bunkers in route to Iligan.

Q It was after the trans-pacific passage in route to Iligan?

A On route to Iligan and Mokpu or Mokpu and Iligan. I am not quite certain at this moment what the schedule was.

Q It was after the trans-pacific passage?

A It was after the trans-pacific passage

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from the Panama Canal. Moji was the first pickup for fuel oil.

Q Captain Dumble has testified that on return to the west coast from India he had conversations with you in which he said that he had had a pumping problem with number 3 bilge. Do you recall conversations with the captain?

A I recall conversations with the captain.

Q Do you recall any such conversation on the subject that I have detailed?

A No, sir.

Q If you had received any information from the captain that there had been a pumping problem with number 3 bilge, what in ordinary course would you have done?

A Well, had there been any pumping problem with any bilge in any part of the ship, I would have certainly investigated it, and located, if I could, his troubles and take immediate steps to correct them. The ship was empty and the opportunity was there.

Q Did you in fact make any such investigation?

A No, sir.

Q Did you have any cause to make any such

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investigation?

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Q Did you have any cause or reason to make such investigation?

A No, sir.

Q Did you have any conversation with the captain, say, by telephone when the ship was on the east coast prior to departure for Iligan and Korea?

A No, sir. I am speaking of myself personally.

Q That's correct.

And that includes Boston, Port Smith, I believe, Baltimore, and loading port for the--down south?

A Tampa.

Q She loaded at Tampa, did she?

A Correct.

* * *

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captain to reconsider the question and tell me if that covers all those ports prior to departure for the Panama Canal.

A I had no conversation with the ship master by telephone or communication in any other way during the period.

Q The ship stopped at Panama Canal for a period of about two weeks. Insofar as you know, what was the cause of the delay at the Panama Canal?

A The only reason for that stop was main engine repairs.

Q Did you go down to the canal?

A I did not.

Q Did you send anybody down there?

A We did not.

Q While the ship was at the Panama Canal, did you have any conversations with either the captain or the chief engineer?

A I had several with both the captain and chief engineer.

Q At any time during those conversations, did either of those gentlemen make any reference to any problem of leakage?

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A Our conversations between myself and the captain or between myself and the chief engineer were entirely in connection with the main engine.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q Now, what procedures did your company have to see that you were aware of the condition of the ships at all times, that is to say, at a time a problem might arise?

A Correspondence from the vessel to myself. If we heard nothing from them, we must assume that they have no troubles.

Q Was that the only procedure Weyerhaeuser Company had?

A While the ships were away from my immediate vicinity, which was San Francisco.

Q Only the post office, right?

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A No, there is ITT, telephones, there are cables. There are at least a dozen, as you might be well aware, means of communication.

Q Can you think of any other procedures your company had to keep you advised of the condition of these ships?

A From our agents, where telephones deemed necessary, from the American Bureau of Shipping, who regularly surveyed our vessels. Independent surveyers might be called in if necessary. The coast guard might be.

Q What is the purpose of a vessel's log book?

A To record the daily operation of the vessel.

Q For whose benefit?

A It could be for the benefit of the owner in the first instance, the benefit of a charter, for the benefit of the coast guard.

Q Do the log books mean anything to you?

A Oh, yes.

Q Did the chief officers' log mean anything to you?

A Yes. Not directly.

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Q Did the chief engineer's log mean anything to you?

A It did.

Q When you say not directly, what do you mean, in what way?

A A port captain pursued the log books, the bridge log books unless he found notations or items that would deal with maintenance and repair, it would not have been practical for me to have been entered in it.

Q When you say port captain, you mean Captain Balkunas?

A Yes.

Q He looked over all the log books, did he?

A The bridge log books.

Q And who looked over the chief engineer's log book?

A I did.

Q Do you think that's a good procedure to keep you in touch with things andwhat happened to a ship?

A I know of no other.

Q When did you have a chance to see these

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log books?

A They were forwarded at the completion of a voyage, that is, a copy of them was forwarded at the completion of a voyage, or when a log book itself was filed and the chief engineer was starting on another log book, he would send a copy of the one he had completed into the San Francisco office.

Q As soon as the ship arrived at its final port or a voyage?

A No, at the most convenient port when the book was completed.

Q Well, I am talking about if it's not completed when the ship finishes the voyage.

A Then when the vessel finished the voyage.

Q What would be the conclusion of a typical Weyerhaeuser ship voyage?

A It would be impossible for me to say at the period that we are referring to here. For many years we were in the inter-coastal trade and within 90 days we would complete a voyage.

Q Let's take 1966 where your ships would pick up general cargo on east coast and go to the Far East and come around to the west coast and

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pick up our lumber. What is the beginning of such a voyage, sir?

A I don't understand the question.

Q Well, you told me that the log books are forwarded to you at the end of the voyage. I am trying to understand the same as you, what's the end of the voyage.

A When the last cargo is discharged from the vessel in that particular passage. Now, it could be anyplace or anytime in the period you are asking.

Q It might be Madras, India, you mean?

A Yes, a voyage to the--a foreign voyage eastbound might be Madras, India.

Q So then--well let's take the voyage just before the Iligan voyage, if I may refer to it in that way. I do believe you discharged all of your cargo in the Far East and returned to the west coast in ballast?

A That's correct.

Q So I assume from what you just said that the log would have been mailed to you from the Far East?

A It should have.

* * *

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Q Yes. Can we at least assume that you did receive the log books of the John Weyerhaeuser following the voyage preceding the Iligan voyage?

A Yes.

Q Did you read the chief engineer's log book?

A I perused it. I did not read every single word of it, I am sure.

Q What were you looking for when you perused it sir?

A Anything of an unusual occurrence.

Q Give us some examples you might find?

A Well, I could find fire in some portions of the ship that was extinguished. I could find a pump that failed to operate and was repaired. Would you have me extend this?

Q What else?

A I could find where a man slipped and fell. I could find unlimited things.

Q Could you find a leak in a particular cargo hold?

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A I believe I could.

Q How would you determine that the ship was leaking?

A I couldn't determine the ship was leaking. I could determine if somebody reported it.

Q I assume the log book is a way of reporting facts?

A This is true.

Q From the chief engineer's log book, how can we determine that a particular part of the ship has a leak in it?

A Possibly the amount of water that was being generated.

Q Does the chief engineer's log give the amount of water that enters bilge readings?

A I would say not daily, but if any excessive amount was there, I would anticipate finding a report from the chief engineer in his log book.

Q Is there any other way from telling from the chief engineer's log of leaking from one cargo hold as distinguished from others?

A Possibly the number of hours he used the bilge pump.

Q In other words, pumping is recorded

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regularly in the chief engineer's log book, pumping of the bilge?

A That's correct.

Q When you peruse the log book, I assume you would look at that?

A Casually. Not in every detail.

Q But you would look at it to see how much the pumps had to be employed during the voyage as the marine superintendent?

A That's correct.

Q Can we say that you did it on this occasion?

A I would assume I did.

Q In the performance of your duty?

A That's correct.

Q Suppose in looking over the chief engineer's log for the voyage we are talking about, which is the one previous to the Iligan voyage, and we are talking about the chief engineer's log, because you said the port captain reads the chief officer's log, and you noticed that continuous pumping through a very long voyage of about-- say about five months, July to December, continuous pumping had been required of the number 3 hold.

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Q Assume that you found that the number 3 required practically continuous pumping. For example, assume that you found in the chief engineer's log book that pumping of one or more cargo bilges had occurred on 60 days, had been recorded on 60 days, and out of that time the number 3 had been pumped approximately 54 times, many occasions right around all the watches recording pumping of number 3 port cargo bilge and number 3 starboard. Assume that the number 3 port was pumped 52 times, on 52 days, that is, sometimes all day and sometimes only recorded at certain watches and the number 3 starboard about 39 days. Whereas the most of any other hold, number 5 would have been 11 times. Would that be of any significance to you, sir?

A It would be of no value to me.

Q That wouldn't mean anything to you?

A It would cause me possibly some concern.

Q Why?

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A Well, I would like to know why this was going on. I believe I would have investigated.

Q But you didn't investigate it, did you, before the Iligan voyage?

A I had no reason to.

Q The answer is no, isn't it, you didn't investigate it?

A That is correct.

Q Aside from that, can we agree that the facts I have given you, that I may be off one or two numbers, the facts I have given you are significant in the determination of the condition of a ship?

A It would be.

Q May we--

A Except that the bilges are pumped once every day and so recorded or should be.

Q If they are pumped, they are recorded, is that right?

A That's correct, and they should be pumped once every day without regard to whether they are known to have water in them or not.

Q Is there any special time of the day?

A Usually the chief engineer determines

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what watch, but we try to have them pumped in the four to eight watch in the morning when the first assistant engineer would be on watch.

Q About 8:00 A.M.?

A No, between four and eight.

Q It probably would be recorded at 8:00 A.M., I suppose?

A The log book is broken down in four hour periods, and I am sure they would not say that at 5:23 they pumped the bilges.

Q Are you very sure of that?

A Well, I say what I would expect.

Q Do they pump the bilges even if there is no water in them?

A They are told to, they are instructed to.

Q Even if they are dry?

A That is right, this may be a few strokes of the pump to assure themselves that there is no water.

Q If there is no water in them they certainly wouldn't be pumped all day long?

A No.

Q If a particular hold is pumped all day long, what does that mean?

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A I would expect that the chief engineer would give me a special and possibly a written report on it.

Q Sometimes I suppose, as you said before, they don't always do what they should do?

A That is correct.

Q But it should be in the log book too?

A That is correct.

Q And you should read the log book?

A That is correct.

Q And pick out important things?

A That's correct.

Q So that we are clear on this, if one hold shows continuous pumping practically and other holds don't, can we agree that there is probably a leak into that hold?

A I guess we can agree to that.

Q The Weyerhaeuser Company, sir, is primarily a lumber and forestry company, isn't that true?

A Yes.

Q Especially at the time you were employed by it?

A Yes.

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Q And is it a fair comment to say that Weyerhaeuser Line was an adjunct to the lumber business?

A At the time we are referring to, I would say no.

Q It wasn't mostly for the purpose of transporting Weyerhaeuser's lumber?

A In the last year of my employment, before retirement, the vessels were all chartered foreign.

Q They didn't always come around the west coast and pick up lumber when it was available?

A No sir, for the last year they were chartered entirely foreign.

Q What was the last year, sir?

A 1966 to '67.

Q Of course, in '66 we know that John Weyerhaeuser came and picked up lumber even though it was chartered to New York Navigation Company?

A That happened to be one that was brought back to the east coast, I believe there was only one vessel following that out of the six that carried cargo from the east coast to the west coast.

Q Perhaps they were phasing out their shipping business at that time?

A This is what they were doing.

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Q Primarily they went into the shipping business, am I right, in order to carry their lumber?

A To carry their lumber.

Q This is primarily why they reconstructed them, too?

A This is true.

Q And part of this renovation was to remove steel bulkheads, right?

A This is true.

Q The steel bulkheads that they removed, were they watertight bulkheads?

A They were.

Q And they made large open spaces, for instance, hold 2 and 3, in the John Weyerhaeuser?

A That is correct.

Q Would a ship's schedule be important to the Weyerhaeuser Company?

A I am sure that it would.

Q As you have testified that sometimes repairs were deferred because of scheduling necessities, so I assume the same, that if they have a load of lumber in the northwest, if I know major companies, they want to move it, right?

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A That is correct.

Q And you had to have that in the back of your mind quite often?

A At all times.

Q From your experience, Mr. Baumgartner, would you say that a ship is in a sea-worthy condition if it's leaking sea water into the cargo holds?

A It would depend on the voyage that the ship contemplated.

Q In other words, you are saying that there are occasions when a ship can leak ocean into the cargo holds and it will still be sea-worthy?

A It would depend on the amount of leakage into the hold.

Q Let's assume it's going to the Far East.

A I would say it would not be sea-worthy.

Q And it would be bad seamanship to send such a ship to sea in that condition, wouldn't it?

A I believe it would.

Q You told me that it was the policy of Weyerhaeuser Company--I am sorry you didn't tell me, you testified for the court, that it was the policy of the Weyerhaeuser Company to have in mind

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the safe transit of cargo?

A The vessel and the crew in addition to the cargo.

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Q Do you know now looking back what the cause of this water entry was that damaged this cargo?

A I do.

Q What was it?

A Leakage of sea water into number 3 hold.

Q How did the sea water get in?

A Through an overboard discharge valve from the soil line.

Q Sea water is not supposed to come in that way, is it?

A I am certain it is not.

Q Why did it come in in this case?

A The valve was found wasted. I myself saw the valve, had it in my hand after it had been repaired, when the vessel returned from that voyage.

Q You saw its condition?

A I saw its condition.

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Q When you say wasted, what do you mean by that in the sound like a term of art?

A Corrosion, erosion.

Q Rusty?

A There was some rust on it.

Q Is it fair to call this a clapper valve?

A It's a term that's used for it.

Q What's the technical name for it?

A I believe it would probably be called a check valve.

Q I think check probably has a meaning. Why is it called check valve?

A It is meant to--it is meant to prevent the sea from backing into the pipeline to which it is attached on the interior of the vessel.

Q It is attached to a sanitary pipeline?

A A soil line.

Q Coming from the toilets up in the crew accomodations?

A That's right.

Q With a normal check valve, why, the soil can go out to the open sea, is that true?

A That is correct.

Q But the sea water may not come in to the

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cargo holds?

A And air as well as sea water.

Q The air may not come in, either, is that what you are saying?

A That's correct.

Q Where on this valve was--did you find the wasted place?

A At the bottom of the valve, at the radius, the bottom radius of the valve.

Q Where it turned to go out to the skin of the ship?

A Yes.

Q Does this place have a significance, in your experience?

A I am not sure I fully understand your question, however, if you mean is that a common place to find such wastage, I would say yes.

Q Why do you say it is common?

A It is the most exposed area on the bend, the water coming down, the soil coming down strikes it with some force. The sea backing into it changes its direction upward and the wash on the--on the interior of that valve--

Q I take it the valve is above that, or

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before that, looking in from the sea?

A Looking in from the sea, the valve, that is, the clapper is outboard of it.

Q Sea water shouldn't get passed that?

A That is correct.

* * *

Q It was repaired before you saw it? But the hole wasn't repaired?

A The hole was repaired, too.

Q But you still saw the wasted part?

A From the inside.

Q From the inside of the ship?

A From the inside of the valve. When I saw the valve, it was removed to the deck. The cover was taken off it, and the opening that had caused the water to enter the vessel while all of it was not clear because the ~~weld~~ weld MB had been put on the outside, the area where the wastage occurred

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was quite apparent.

Q When you say common, I assume that this is or has been a common problem with older liberty ships?

A Not only liberty ships, with every vessel that has this type of valve.

Q Do other ships have the same type of valve?

A Oh, yes.

Q And the same thing happens pretty regularly?

A I wouldn't say regularly, but it is a place where one can look for wear and tear.

Q Isn't it a place where one would look for wear and tear especially?

A That is correct.

Q How often should these clapper valves be inspected?

A There is a requirement spelled out in the classification rules and coast guard rules.

Q Oh, really, the coast guard requires them to be inspected at certain times?

A That's correct.

Q How frequently does the coast guard require

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it?

A Once every four years.

Q How about the Classification Society?

A Same thing, once every four years.

Q In your own mind, do you think that's a sufficient period of time, or should it be done more frequently?

A I think it should be done more frequently.

Q How frequently under the circumstances of the history of this clapper valve?

A I couldn't answer that.

Q Once a year? Is that too unreasonable?

A The valve can be given a cursory examination externally. It can be examined and most generally is by a prudent chief engineer or master at every opportunity when the ship is alongside the dock in a light condition. He would be well advised to examine it.

Q You say in a light condition. Is that because the clapper valve is out of the water when the ship is light?

A That's correct.

Q And when the ship is burdened and loaded?

A It is under water.

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Q Under the ocean?

A Under the surface of the ocean.

* * *

Q How often do you have load line inspections?

A Every four years. No, every year.

Q Who makes that requirement?

A In our case, the American Bureau of Shipping.

Q So that you can be classified properly?

A That's correct. This does not call for opening in examination of the valve.

Q Just a visual look?

A Not necessarily. It may be hammer tested.

Q But it should be inspected in some way?

A That's correct.

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16 Q When you see a load line inspection
17 certificate where it says satisfactory in column
18 number 2, do you assume that the valve was inspected?
19 A I feel quite certain it has been.
20 Q When you see nothing under condition,
21 can we assume that the valve was not inspected?
22 A I would not assume that. I would have
23 no thought on that matter at all.

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Q These inspections are made usually, I think you said, in San Francisco?

A No, I did not say that.

Q Where would this one have been made? Do you want to look at it again?

A I believe if you look in the righthand column, it says Portland, Oregon.

Q Would you say you attended this survey?

A I attended the vessel, but I do not recall particularly accompanying the surveyer when he made that inspection. I may have. I cannot say.

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Q Is there any reference there to pumping out the cargo hold bilges, July 13, 1966, John Weyerhaeuser?

A I see no reference on either of these pages. Pump out number 3 port cargo hold bilge.

Q Is there any reference to any other cargo hold being pumped?

A No, sir.

Q Would you go over to July 21st, 22nd? Oh, sorry, go through the pages after July 13th and 14th and let me know when you first come across another comment on pumping cargo bilges?

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pumping entries were.

MR. MALOOF: That isn't sufficient. We have to agree that it was a problem. We do have the marine superintendent here who was in charge of maintenance.

A 12:00 noon on the 21st, number 3 and number 4 port cargo bilges were pumped out.

Q All right. What's the next one?

A Midnight on the 21st, pump out number 3 cargo hold bilge.

Q Doesn't it say number 3 port?

A Number 3 port.

Q Any other cargo hold involved?

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A Not in that entry. Am I to continue?

Q Yes, please.

A 12:00 midnight on the 23rd, pumped out number 3 port cargo hold bilge.

Q Now I think I can help you out a little bit and save some time. Go to July 31st at noon.

A Yes, sir.

Q And read the pumping comment there. There is reference to all cargo holds being pumped at that time, isn't there? July 31st at noontime.

A I have July 31st at noontime. I see no notation whatsoever.

Q August 3rd and 4th, midnight?

A I see no notation there.

Q Try the other page. That's midnight of the 3rd.

Oh, all right.

A Pumped out number 3 and number 4 port cargo hold bilges.

Q August 5th and 6th?

A At 12:00 noon, pumped number 3 port cargo bilge.

Q How about midnight and 4:00 A.M.? August 5th and 6th.

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A 4:00 P.M.?

Q No, 4:00 A.M. and midnight, August 5th and 6th.

A 4:00 A.M. of August the 5th, pumped number 3 port cargo bilge, 6:00 A.M.

Q He gave the time he did it,too. didn't he?

A Prior to that, pumped number 3 port cargo bilge, 3:00 A.M..

Q Let's go to August 6th and 7th.

A On August the 6th, 4:00 P.M. number 3 port cargo bilge pumped. 4:00 A.M. on the 7th, number 3 cargo hold bilge 2, which I assume is 2 o'clock, 2:00 A.M. At 8:00 A.M. on the same day it is recorded number 3 port hold bilge pumped at 6 and again at 12 noon, he states it was pumped. It states it was pumped at 4:00 P.M., at 8:00 P.M. it was reported pumped at 6 o'clock.

Q It was pretty much pumped all day, wasn't it?

A It would appear so.

Q August 7th and 8th?

MR. FISH: You mean continuous pumping all day or from time to time all day?

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MR. MALOOF: It's reported on every watch Mr. Fish.

MR. FISH: But the length of time of pumping is not reported.

MR. MALOOF: This is up to the witness to say what it means.

MR. FISH: I say that your question is ambiguous and misleading when you say it was pumped all day. It was pumped on occasion.

MR. MALOOF: We don't know if it was on occasion or not.

MR. FISH: Why don't you ask the witness that then, rather than assume that it was a continuous pumping. I think that's an unfair inference. I object to the form of that question.

MR. MALOOF: Go to August 7th and 8th Mr. Baumgartner, continue.

Q What reference do you have to pumping?

A 4:00 P.M., on the 7th, pumped number 3 cargo hold bilges. At 8 o'clock it was reported pumped out number 3 port cargo hold bilges at 6.

Q Is it recorded at every watch?

A On each watch on that page except the last.

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Q That number 3 port was pumped?

A That's correct.

Q On August 8th and 9th?

A I have that.

Q Was number 3 port bilge pumped? Is it reported on every watch?

A No, sir.

Q August 8th and 9th, sir?

A I have that.

Q You don't see it?

A At 4:00 P.M.--the entry at 4:00 P.M. does not refer to bilge pumps at all.

Q How many times is it recorded, how many watches?

A On each of the other five watches it is reported that it was pumped.

Q Any other hold?

A At one point it states it was pumped at 6:00 P.M.

Q Any other hold mentioned?

A No, sir.

Q All right. We will save a little time. This is rather an academic situation on the chief engineer's log book on this voyage. I will make

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that comment without correction. This is what I was talking about before. Is this significant proof that the number 3 port had an entry of water that other cargo holds did not have?

A Not necessarily.

Q Is it significant of anything, Mr. Baumgartner?

A Nothing more than that the chief engineer or the engineer assumed that there was water in that bilge.

Q He assumed?

A Nobody says they pumped water out of there.

Q I see. In other words, the chief engineer just pumped the number 3 port without knowing there was any water in it, for fun? Would you mean to imply that to the court?

A I have not said that.

Q What are you saying, sir?

A I am saying that I don't know why he pumped it.

Q As a marine superintendent of the Weyerhaeuser Company, you don't know why the bilges are pumped?

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A I didn't--

Q Is that your testimony?

A I didn't say that.

Q That's what you just said sir, and I just want to clarify it for the court so we have it straight.

A I didn't say that.

Q Why are bilges pumped sir?

A To remove the water from them.

Q Can't we agree that that's what the chief engineer was doing? Or is he just killing time?

A No, sir.

Q Why didn't he go and kill time in cargo hold number 4 instead of cargo hold number 3?

A I have no way of replying to that because I do not know what might have been in his mind. I cannot answer why he did or did not do anything.

Q All we have is the engineer's log book to work from?

A That's correct.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q Is that why you didn't investigate, because you didn't know why the chief engineer was pumping number 3 port and starboard so much?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

A I frankly don't understand the question.

Q When we examined Captain Dumble under oath, we referred to leakages of water into the number 3 while the Iligan cargo was being loaded at Baltimore. We referred to other leakages of water on the way down to Panama. We referred to the machinery being practically under water while the ship was in Christabol. He gave a lot of reasons that were running through his mind why there was this continuous entry of water--

MR. FISH: Please quote the actual testimony. He did not refer to a continuous entry of water.

Q We will make that the entry of water into number 3 port. One of his suggestions was that there was a feedback when they took on fresh water. Do you believe that could have been the case?

A I haven't the slightest idea how that would be possible.

Q In other words, it couldn't be the case?

A I would say offhand--I would say definitely that couldn't be the case.

Q Definitely impossible?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

A Impossible.

Q Did you tell him that?

A I did not.

Q Then he referred to the possibility that when I mentioned a reference to water on deck, I asked him what that was about; he said perhaps the deck leaked. Would that be a possibility, too?

MR. FISH: I don't think he said it leaked.

Q Let's assume he said that.

MR. FISH: I think he referred to possibly sounding pipe caps having been left off.

MR. MALOOF: That comes next, Mr. Fish. This is about the deck leaking that he did suggest was a possibility. He was looking for possibilities.

MR. FISH: I think he said the cargo was not wet and it couldn't have leaked through the deck.

Q Would that have been the possibility?

A What?

Q The weather deck leaking from water on deck?

A If the weather deck leaked, I am sure that it would eventually wind up in the cargo beneath it.

Q I think he then went on to the possibility

DEFENDANT WEYERHAEUSER'S EXHIBIT C

that the sounding pipe caps had not been replaced--were those ballast tanks he was talking about then?

MR. FISH: The tank situation was a bit complicated. The captain was in error as to where those tanks were. I haven't gone into that problem. You can if you want to. I would assume he was referring to the sounding lines which led down to the bilge wells.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

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Q You say the captain is wrong when he says that, right?

A When he says what?

Q When he spoke to you about the water coming into the ship?

A I had no conversation with the captain nor anyone else aboard that vessel about water entering that vessel at Portland, Oregon.

Q Any other place?

A At no other place.

Q From what we know about that previous voyage, water in the number 3 port and all that, would you say the captain would have had a duty to

DEFENDANT WEYERHAEUSER'S EXHIBIT C

report it to you?

A I believe he would have.

Q Sir, from your experience, how long a time would you think it would take for a clapper valve or that part of it which was corroded to arrive at that condition?

A I would have no way whatsoever to answer that question sensibly.

Q It wouldn't be done over night?

A I don't think so.

Q Could we say it would take at least a period of months?

A I cannot answer that.

Q You have had this problem before?

A Problem?

Q This problem with clapper valves?

A I don't recognize a problem.

Q Leaky clapper valve is no problem, is that your answer?

A A leaky clapper valve is a problem.

Q That's what I said. Have you had this problem before in your experience?

A Have leaky clapper valves?

Q Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

A No, sir.

Q Corroded, rusty clapper valves?

A Corroded, rusty, not leaky.

Q Just corroded and rusted, not leaking?

A There is a difference.

Q Are they both serious matters?

A Both serious.

Q They are both problems?

A To you they are, to me not.

Q Why aren't they problems to you, because you can handle them?

A It becomes a problem when a leak occurs, then you have a problem. Prior to that, you have no problem because it is something you can deal with.

Q Suppose it's just about to leak when the voyage commences?

A The voyage would not commence until it would be repaired.

Q And nobody checks it?

A So there would be no problem.

Q Nobody checks it out?

A Let me put it this way: we could check them every five minutes. We could check them

DEFENDANT WEYERHAEUSER'S EXHIBIT C

snS Baumgartner 78

every ten minutes. We could check them every 15 minutes. Shall I go on? We are required to examine them once every four years. If we examine them once in the interim, we have done more than what was required of us.

Q I thought the ABS was every year?

A An examination, which may reveal nothing whatsoever but a healthy ~~jobbing~~ looking AB outside.

Q But it should be examined at least like that once a year?

A Yes.

Q By the regulations of the American Bureau of Shipping?

A That is correct.

Q Would you agree with me, Mr. Baumgartner, if I said that the John Weyerhaeuser was sent to sea from Baltimore with the Iligan cargo on it in an unsea-worthy condition?

A I would not.

Q Do you think it was a sea-worthy ship?

A I surely do.

Q Knowing what you know now?

A I am not a Monday morning quarterback. The ship went to sea, to the best of my knowledge,

DEFENDANT WEYERHAEUSER'S EXHIBIT C

as a sea-worthy vessel.

Q And you saw the clapper valve, too, and your testimony is still the same?

A Yes.

Q Would you find the log book for the time the ship was in Christabol? I want to know how much water was in the hold at that time?

A Which log book?

Q The deck log. The engineer's log doesn't give bilge readings. Find the day that the Iligan cargo was loaded.

A I hope you are patient. I have not seen these log books until this moment at any time.

* * *

Q December 16th, 1966, loading the Iligan cargo.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

A Here is December 16th.

Q Will you check out the bilge readings during the time that cargo was going aboard the ship?

A On that particular day, they had--do you want the entire--

Q Number 3 port only, the cargo hold that it went into.

A It says port--in the morning, A.M., port 18 inches, starboard one inch.

Q 18 inches in the port bilge of the number 3?

A That's right.

Q Is that the same day the Iligan cargo went aboard the ship?

A This I do not know.

Q Can you look at the log book please?

A You told me December 16th, and I did what you told me.

Q Well, around then I think it went aboard.

MR. MALOOF: Fred, do you remember?

MR. FISH: Carpenters finished in the afternoon, 4:45 P.M.

MR. MALOOF: And there was 18 inches of

DEFENDANT WEYERHAEUSER'S EXHIBIT C

water in the number 3 port bilge is that true Mr. Baumgartner?

A I don't know if it is true but that's what is entered here.

Q Everything in that log is not true?

A I didn't say that.

Q May not be true?

A I do not know if it is true.

Q But the log reads 18 inches, is that correct?

A That's correct.

Q How deep are these bilges?

A 18 inches.

Q Another inch and the water goes into the cargo spaces?

A Less than an inch.

Q Another millimeter. With that fact, would you then say the ship is sea-worthy leaving port in that condition for the Iligan cargo?

A I would say that the ship may be sea-worthy but this matter should be attended to immediately.

Q If it is attended to and repaired, why then the ship is sea-worthy, is that right?

A I do not know if it requires repair.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q But it should have been investigated?

A I believe it should have.

Q Shall we say in the absence of investigation this is an unsea-worthy ship for the Iligan cargo?

A No, sir.

Q May I see that page? So you think it is appropriate to send the ship to sea in that condition?

A I did not say that.

Q Is it or isn't it? This is proper or improper.

A If the water can be pumped out, and there is no way I can determine if it could or could not at this stage, if the water could have been pumped out, I would say there is no particular harm. It may have rained a day before. The water may have come down the hatches. I wouldn't know.

Q If it rained wouldn't that affect all the bilges?

A Not unless all the hatches were open, and I don't know what hatches were open.

Q In other words, without any investigation, we will never know?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

A This is true.

Q Well, shall we rephrase the question. If you have a ship which shows 18 inches of water in the bilge, right up to the bilge top, where you have taken somebody's cargo to carry safely, according to company's policy, and you don't know how the water got in there, is this the usual way Weyerhaeuser Company ran their ships?

A No, sir.

Q Is this the unusual way they did it sometimes?

A This is the unusual way. I don't know if they did it sometimes.

Q They did it on this occasion?

A On this occasion.

Q Is it proper or improper?

A I would say it is improper.

Q Does it make the ship unsea-worthy?

A I don't believe so.

Q Why is it improper?

A Because the condition can worsen up until 18 inches in the bilge you have not come to any harm to anything. There is still a possibility of pumping it out.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q Let's assume it did worsen very shortly afterwards. Then what?

A It's a hazard encountered in the voyage.

Q That was peril of the sea, is that what you are saying?

A No, it was a hazard encountered in the voyage. It wouldn't necessarily be a peril of the sea.

Q What hazard would have been--

A I have no idea.

Q You will never know?

A This is true.

Q Until you found out after the voyage that the cargo was damaged?

A This is true. I don't understand the purpose of your questioning.

Q The purpose is to get your testimony straight for the court. You are saying there is no need to investigate to make a sea-worthy ship?

A I did not say that. I said it should have been investigated.

Q You are saying that it is still a sea-worthy ship even though you don't know why or how the water entered number 3 port bilge?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

snS Baumgartner 85

A Until it is investigated and I find out if I can pump that water out of there.

* * *

Q Reading from December 24th of the John Weyerhaeuser's log while she was on route from Tampa to Christabol, take our word for it the triple superphosphate was loaded onto the ship in the number 2.

A I am aware of that.

Q We have a reading of 25 inches in the number 3 lower hold port.

A Are you asking me a question?

Q No, I am telling you. I am coming up to the question. Does this have a certain significance to you?

A Yes.

Q hat does it signify?

A It signifies cargo has been damaged.

Q That the water is going into the cargo?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

A Correct.

Q On December 25th cargo only gets a Christmas present of 30 inches of water in the number 3 port bilge. Now, that means there is 12 inches of water over the bottom of the cargo, right?

A I expect so.

Q December 26th, this 24 inches. December 27th, it is 35 inches. How much water do you think the ship could take before it sinks, as a marine superintendent are you familiar with those figures yourself, maybe you are not?

A Not particularly, but I could venture a guess. The ship was loaded to 27 feet, seven and seven-eighths inches. If I recall the load line of that vessel. And I think at that point she would have had eight foot some odd inches of free board. But I believe that ship could stay afloat with number 2 and 3 holds flooded.

Q So we are not concerned with the safety of the ship yet are we?

A No I did not say that. You did.

Q We are concerned with the safety of the ship?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

A We certainly are.

Q And it is now in danger, isn't it?

A I would not say this ship was in danger. It would be in a very uncomfortable position.

* * *

Q The problem is still in existence on January 7th with 30 inches of water in the port bilge, number 3. Can we say then sir that the reason this cargo became water damaged is because--one of the reasons at least, a failure to investigate the 18 inches of water in the number 3 port bilge which was noticed at Baltimore before the ship left?

A You are correct.

Q Can we say possibly, sir, that the reason

DEFENDANT WEYERHAEUSER'S EXHIBIT C

for the 18 inches of water in the bilge at Baltimore was failure--for whatever reason--to investigate the reasons for the entry of water in the number 3 port bilge on the previous voyage?

A Possibly.

Q It doesn't improve much, the condition, as you know, the condition, when it reaches Moji?

A That's correct.

Q She couldn't take on necessary bunkers because she had too much sea water inside of her, is that true?

A I believe it is.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q I think you have denied that Captain Dumble contacted you by telephone or otherwise with regard to the entry of water into this ship. Is that accurate?

A That is true.

Q You are speaking about yourself, now, aren't you?

A I am.

Q And you don't know whether he contacted anybody else, do you?

A I would have no way of knowing.

Q He might have spoken to someone else in your company?

A I did not.

Q But it wasn't you, you say.

MR. FISH: I don't think he could hear your question, your voice is low.

* * *

A I did not speak to Captain Dumble about

DEFENDANT WEYERHAEUSER'S EXHIBIT C

water in the cargo holds at any time.

Q Sir, you testified with reference to an ABS report of August 18, 1962, that you were--you attended the survey with the surveyer and you said that you had--you, personally, I think, had inspected the valve. Is that accurate?

A That is accurate.

Q Will you tell us, standing on the tank tops, where would this valve be in the skin of the ship? That is, how high from the tank tops?

A It would be 22 feet and a few inches from the tank tops proper, it would be some 18 feet from the wing tanks which are directly below it. There is a shelf.

Q May I ask sir, did you use a ladder then?

A A ladder was used. It must be used to properly examine.

Q Did you use a ladder?

A A ladder and scaffolding were erected.

Q That's how you got a look at it?

A The valve was opened.

Q When you say opened, do you mean with a wrench?

A The cover of the valve was removed.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q What kind of a cover?

A A rectangular cover of cast steel.

Q And it is placed over the valve?

A It's placed over a rectangular opening in the valve on the outboard side, on the skin side.

Q Why was that removed?

A For an examination.

Q You remember doing that in 1962?

A I remember having all of the sea valves opened.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

snS Baumgartner 92

Q Did you see the surveyer do it, the inspection of the valve?

A Oh, yes. No, I did not.

Q Is it possible that he asked you how does it look and then relied on that?

A I doubt that very much,knowing the surveyer.

Q Who is the surveyer?

A His name was Juliano.

Q And you respected him very much?

A I have known him for many years.

Q Did he do all of these load line inspections for Weyerhaeuser?

A By no means.

Q Do you respect other surveyers of ABS?

A Not particularly.

Q You respect them all?

DEFENDANT WEYERHAEUSER'S EXHIBIT C

A Certain of them, yes.

Q Not all?

A Well, let us say not all.

Q Have you ever heard of surveyers who make out certificates without having done the inspections?

A I have heard of this.

Q That might be part of the reason why you don't respect them all?

A That could be.

Q During this period of time, what was Mr. Mandle's position with the company?

A During what period of time?

Q The period of the voyage, December, 1966.

A Mr. Mandle was a port engineer working under my direction when Captain Knox was required to absent himself from the office for medical attention, and Mr. Mandle assumed Captain Knox' duties for a period of possibly two or three months until it was determined whether Captain Knox would return to his position or not.

Q Was Captain Knox before he became ill your superior?

A Yes, sir.

Q Did Mr. Mandle thereby become your superior

DEFENDANT WEYERHAEUSER'S EXHIBIT C

by replacing Captain Knox?

A Yes, sir.

Q What would his title have been then?

A Operating manager.

Q The marine superintendent worked under the operating manager?

A That is correct.

Q What were the duties of Captain Balkunas as port captain?

A He arranged scheduling of the vessels, he dealt with the stevedores in cargo loading, he ordered pilots and towboats, and he examined log books and addressed letters of instruction to ship masters, various other duties. That's the general rundown of what he did.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

snS Baumgartner 95

* * *

Q You have denied that Captain Dumble spoke to you in Portland, Oregon after the Madras voyage about water entry into the ship, but you do admit that he spoke to you in person at that time?

A I am certain I would not have attended one of our vessels without having conversation of one sort or another with the master if it was only to say good morning.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

snS Baumgartner 96

Q I have a document in front of me, Mr. Baumgartner, which is marked Plaintiff's Exhibit 10 for identification. This appears to be a letter from Captain Balkunas to Captain Dumble, and on page 2, item number 8, referring to foreign repairs, the instructions are given that in the event that any repairs become necessary to enable you to return to the United States, please have only that work

DEFENDANT WEYERHAEUSER'S EXHIBIT C

done which is absolutely essential for your safe return. Do you recall that those are the instructions given to your captains?

A I don't know the exact wording, but it should have been words to such effect.

Q And the intent of such instructions is what?

A Is to try to prevent excess repairs in a foreign port, unnecessary repairs, repairs at the whim of a master.

Q Do you think that such instructions might inhibit the master from making important repairs?

A Let me say that they never have in my experience inhibited our ship master from having repairs made.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q Looking back at this voyage, would you say it was an unusual voyage?

A The entire voyage?

Q Yes, with what occurred?

A That portion of it from the discovery of the phosphate that was missing and the master's

DEFENDANT WEYERHAEUSER'S EXHIBIT C

discovery that his ship was drawing more water than it should, from then until the repair was made to that valve, I would say it was very unusual.

Q Even before that, when--with the report of 35 inches of water in the cargo hold, isn't that an abnormal voyage?

A Yes.

Q What are a captain's duties on reporting to a company? Does he have a duty to report anything abnormal to the head office?

A I would say yes.

Q Shall we agree then that he should have--as part of his duties, casually at least, telephoned San Francisco?

A From where?

Q From anyplace?

A He did cable from Moji and told us he had serious trouble.

Q How about, you know, like from Christabol, a telephone call?

A I would say that he certainly had bound duty to make a report from Christabol.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q In your capacity as marine superintendent, did you have any occasion to deal or communicate directly with New York Navigation Company?

A No, sir.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

snS Baumgartner 109

MR. FISH: Captain, assuming that number 3 port bilge had 15 inches of water in it. How long would it take to pump that out?

A Possibly 15 minutes.

Q Going back to the end of the Indian voyage, the ship came in at Portland I believe you said and she went under survey there. What was the principal reason for bringing her into Portland?

A The only reason for bringing the vessel into Portland was to repair the number one generator, which was seriously damaged. It was damaged, it was incapacitated I believe at Madras.

Q You had a continuing problem with that generator, did you?

A We did for approximately a week prior to its being incapacitated. Before that to the best of my knowledge, it was in good running order.

Q I don't know whether I asked you this question, but did you accompany the surveyers at Portland during their surveys?

A I am not--that is, I am not certain that I accompanied them in the entire survey to every portion of the vessel. I was with them, but I don't know if I was--I was not constantly at their side.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q Were you in number 2 and 3 hold?

A I was in number 2 and 3 hold.

Q Did you make an examination of the hold in general?

MR. MALOOF: What occasion are we talking about?

Q At the time of the survey at Portland prior to the intercoastal after return from Madras.

MR. MALOOF: What date was that?

Q That was October , 1966, chief?

A I believe that was the date. The question was, was I in the number 2 and number 3 hold? I have no definite recollection of having been in that hold or that hold. I was in all the holds, I am sure.

Q When you went into a hold, what did you do?

A Make a cursory examination. At the time I was most interested in--I was rather curious to see if there had been any damage sustained to cargo loading that had not been reported or otherwise. I was not looking for anything specific.

Q If you have leakage from the valve in question, what would you expect to find?

A Well, now, leakage could mean two things.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

snS Baumgartner 111

It could mean leakage of the valve from the sea inboard, which might be due to a valve disk or the clapper being loose or misaligned. From the inside of the ship, nothing could be seen.

Q I mean leakage into the ship.

A Into the ship, which would be occasioned by a leak through the body of the valve, through a gasket leaking. There certainly would be indications of salt, rust and corrosion running down the side of the ship, perhaps on the tank top.

Q Anything else?

A I would have an idea that if a sanitary line was leaking, there would be a terrible odor and I imagine of a pile of you know what would be there if the hole was big enough.

Q Have you had previous experience with a leaking soil line?

A We have had leaking soil lines at various times.

Q And what happened as a result of that?

A To my knowledge, we have not damaged any cargo, however, we once had the stevedors refuse to load a ship because of the odor, until it was thoroughly cleaned.

DEFENDANT WEYERHAEUSER'S EXHIBIT C

Q Is it reasonable to say that you would get no salt water outside leakage into this--through this valve into the hold when the outlet was well above the water line?

A There could be no leakage from the sea.

Q But the leakage from the waste coming down the pipe, that could continue at all times?

A At such times as toilets were flushed or urinals were flushed, you could anticipate water, excrement entering that cargo hold.

Q When you were in the holds, did you see any indication of any such leakage?

A No, sir.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT C

snS Baumgartner 113

Q Wouldn't it depend on where the pipe had wasted away whether or not human waste would still come through while the ship was light?

A I believe if a pipe had wasted away inside the ship, some physical evidence would have to be present below it, hardly above it, but below it.

Q Regardless of where the pipe was?

A I am certain.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E 3

* * *

Q Mr. Mandle, by whom are you employed?

A Weyerhaeuser Company.

Q What is your job title?

A My present job title is District Manager, Weyerhaeuser Line, North Bend, Oregon.

Q Who is Weyerhaeuser Line?

A It's a division of Weyerhaeuser Company.

Q What are your functions with Weyerhaeuser Line at this time?

A At this time I coordinate between the mills, the ships that we charter and the stevedores loading the vessels.

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Mandle 4

Q Does the Weyerhaeuser Company own any vessels at this time?

A Not to my knowledge.

Q From the months June 1966 through June 1967, by whom were you employed then?

A By Weyerhaeuser Line.

Q What was your job title at that time?

A Operations Manager.

* * *

* * *

BY MR. KENNEDY:

Q When did you become the Operations Manager for Weyerhaeuser Line?

A Approximately September 1966.

Q Had you been employed by Weyerhaeuser before that?

A Yes.

Q In what capacity?

A Port engineer.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Mandle 5

Q Do you hold any licenses?

A Chief engineer's.

Q Have you ever sailed?

A Yes, I have.

Q For about how many years did you sail?

A I would say 13 years.

Q And for how many years were you a chief engineer?

A Approximately three years.

* * *

Q No; did you ever sail on Liberty ships in any capacity?

A Yes.

Q Can you give us an indication as to how long in point of time you have sailed on Liberty ships?

A Approximately 11 months.

Q 11 months?

A Yes.

Q What were your duties at this time on Liberty ships?

A Fireman-water tender.

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 6

Q In September of 1966, did Weyerhaeuser Company own any vessels?

A Yes, they did.

Q Do you know how many?

A Six.

Q Did the Weyerhaeuser Company own the John WEYERHAEUSER at that time?

A Yes, they did.

Q As the operations manager for Weyerhaeuser Line or Weyerhaeuser Company, what were your duties?

A The repair and maintenance of the vessels were part of my responsibilities; crews, stores and maintenance of class of vessels.

Q Did you have anything at all to do with scheduling of vessels?

A No.

Q Who attended to that function?

A Mr. Kennoy; J. Conney.

Q I assume he was also employed by Weyerhaeuser Line?

A Yes.

Q Did he have a title?

A His title at that time, I believe, was vice president, administration and chartering.

Can I add something to this?

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 7

Q Surely; go right ahead.

A On our intercoastal lumber operations, the scheduling was done out of the northwest by Mr. L. J. Rogers. His title was northwest manager.

Q Did you maintain any contact or communications with the vessels and the crew and the various port agents for Weyerhaeuser Line in connection with your duties?

A Yes.

Q Can you tell us the nature of these contacts and communications?

A Primarily to fulfill those functions I told you were my responsibility.

Q What I am asking is, what kind of information and what kind of reports did you generally receive from the vessel, port agents and crews in the course of your duties as operations manager for Weyerhaeuser Line?

A Arrivals, sailings, crew requirements, purchasing, repairs.

Q Did you receive any voyage reports?

A Yes.

Q Voyage repair reports?

A Yes.

Q Radiograms, communications from ships?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Q Port agents' reports?

A Yes.

Q Logbooks?

A Yes.

Q I gather you also received the classification reports?

A Yes.

Q Did you also receive copies of any charter agreements or charter parties entered into between Weyerhaeuser Line and other persons?

A Yes.

Q When you received the various reports that you have just referred to, the various documents, did you examine them?

A Not necessarily, no. We had a marine superintendent and a port captain.

Q Were they in the operations department, also?

A Yes.

Q And it was their responsibility to examine these reports?

A Yes.

Q How frequently did you receive reports of the nature that you have referred to?

A Normally on a voyage basis.

Q That is, after a voyage you would receive voyage

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 9

repair reports, logbooks?

A Yes.

Q I would presume you would receive charter parties before the voyage?

A Yes.

Q Port agent reports?

A After the vessel sailed from the port.

Q After the vessel sailed?

A Yes.

Q On the basis of these various reports you receive, and the contents, who makes the decision to take whatever action may be required by the report?

A Department heads and myself, where needed.

Q Are you familiar with the voyage of the S. S. JOHN WEYERHAEUSER, which commenced sometime in June 1966, at Hopewell, Virginia?

A Hopewell, Virginia doesn't ring a bell to me, no. I am familiar with the voyage of JOHN WEYERHAEUSER.

Q Were you employed by Weyerhaeuser at that time, June of '66?

A Yes, I was.

Q What was your title then?

A Operations manager.

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 10

Q June of '66.

A I'm sorry; excuse me. I was port engineer at that time.

MR. CORSA: Could we have the date you changed jobs?

THE WITNESS: Approximately September. I'm not certain of the exact date.

MR. CORSA: Of '66?

THE WITNESS: Yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 14

* * *

Q Why does Weyerhaeuser produce an original and carbon copy, ostensibly to take the place of the smooth log and rough log?

A The union contract with the master, mates and pilots precludes a deck officer writing his log on two separate sheets, and in the interest of economy we have produced a carbon form. When he writes one log, he thereby writes another log.

Q And the carbon copy is the copy of the original log you receive in the office?

A Yes.

Q You referred to various documents you receive at the end of the voyage?

A Yes.

Q Is this when you receive the carbon copy of the log-books?

A Yes.

Q Incidentally, is the engineer's log received in the same manner?

A No; it is hand-copied.

Q When did you receive a copy of the engineer's log?

A At the same time; the end of the voyage.

Q Do you have the engineer's log for the period

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle

June 20, 1966, through April 1, 1967?

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 18

Q Does Weyerhaeuser Line maintain an office in San Francisco?

A Not anymore.

Q Who would have them in San Francisco?

A We have them in the Atlas Steamship Agency, who was appointed our agent when we closed the San Francisco office.

MR. KENNEDY: So you will produce these documents?

MR. FISH: As I have done in other instances, I suggest you make a note and write me a letter, and I will try to produce them.

Off the record.

(Discussion off the record.)

BY MR. KENNEDY:

Q Who receives the copies of the deck log and engine log after the voyage?

A They were received in our office. The marine superintendent would get the engine log and the port captain the deck log.

Q And what would they do with them? File them?

A Normally, at the first opportunity, review them, and

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 19

* * *

Q For what purpose would they examine them?

A General conditions during the voyage; looking for something that may not have been reported to them.

Q If they noted any unusual conditions, would that be reported to you?

A I believe it would, yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 20

Q Mr. Mandle, when, if at all, did you first become aware of the fact that the vessel was experiencing an entry of water into the No. 3 hold?

A When we received a message from Moji, Japan.

Q When did your company receive the logbooks of voyage No. 21C, this the voyage from Hopewell, Virginia, commencing in June of 1966?

A There may be a date stamped there. I have no knowledge of what time we received them.

Q What time would you ordinarily receive the logbook?

A At the termination of that voyage.

Q Would that be when the vessel arrived on the west coast?

A Yes, plus whatever time it would take to mail it to the home office, if it was in a port other than San Francisco.

Q Where was the home office?

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Mandle 21

A San Francisco at that time.

* * *

Q You have testified, though, that the records for the voyage -- let us call it the Hopewell-west coast voyage -- would have been delivered to Weyerhaeuser Line at the termination of that voyage?

A I would assume it was delivered. We have had instances where logbooks for some reason or another never left the ship. In this case I couldn't say that didn't happen. I would assume we did receive it in the normal manner.

Q And this would be before the vessel commenced its voyage from the west coast to the east coast in, I believe it

DEFENDANT WEYERHAEUSER'S EXHIBIT E

was, November 1966?

A Yes.

Q Do you know if there was any report prepared or made by any of your operations personnel concerning difficulties encountered on the Hopewell to west coast voyage?

A No.

Q Were you aware that the vessel had encountered some difficulties?

A No.

Q Did you know that the vessel remained at Madres for approximately one month to discharge the Hopewell cargo?

A I knew it was there for a long time, yes.

Q Did you inquire into the reason for the delay?

A No -- do you mean -- when you discharge anything in India, this takes so long. The agents are always attempting to expedite the vessel out, but there is port congestion and this type of thing.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle

* * *

Q Mr. Mandle, in response to my question as to whether or not you had received any reports concerning the reason

DEFENDANT WEYERHAEUSER'S EXHIBIT E

for the extended period of time that the vessel was detained at Madres on voyage 21, you have examined a group of documents?

A Yes.

Q Do these documents indicate whether there were any reports made indicating why the vessel was detained?

A Yes. It appears that weather conditions plus congestion detained the vessel. Apparently it slowed down discharge considerably, got the cargo wet and which further reduced discharge.

Q Do you have a report, then, that the cargo was found wet at Madres?

A That is what it says there, yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 26

Q Mr. Mandle, the vessel deck log indicates that there were recurring readings of water in the No. 3 port bilge in early June 1966.

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 27

Do you consider that an unusual occurrence?

A I wouldn't consider that unusual, no. You would have to investigate what the reasons were.

Q Are you stating, then, that if there were recurring readings in No. 3, there should have been an investigation as to the cause?

A I am saying if you had continual readings, you would attempt to find some reason, yes.-- abnormal readings, I should say.

Q On August 3, 1966, the vessel was at Columbo, and at that time the No. 3 showed readings of 15 and 13 inches; that is the A. M. and P. M. readings.

Did you consider that unusual?

A What cargo did she have at that time?

Q A cargo of sulphate, bulk cargo of sulphate.

A Full load?

Q Full load.

A I would say that you would certainly want to pump it and observe it, yes.

Q Would you make any attempt to determine why the No. 3 bilge showed 15 inches of water?

A You could have a leakage back from your bilge system if your valve was not perfectly tight.

Q What valve are you referring to?

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 28

A Your suction valve to that particular area.

Q The engineer's logbook shows, incidentally, that the No. 3 port bilge required pumping on July 19, 13, 22, August 31, 24,

Now, is this an unusual occurrence?

A When I was chief engineer I used to pump bilges daily.

Q But if at the same time other cargo hold bilges were pumped with not nearly the same frequency, would you think that is indicative of a problem in No. 3?

A I might, yes.

Q Had this been brought to your attention, would you have ordered an investigation to be made to determine the high readings and the pumping requirements in the No. 3?

A I would, yes.

Q Again referring to the No. 3 hold --

A Yes.

Q (Continuing) -- on August 4th, at 12:00 midnight, in practically each of the six watch entries there is a notation to the effect that the No. 3 port cargo hold bilge required pumping.

A Yes.

Q Do you think that is an unusual situation?

A I wouldn't say it's an unusual situation. It's a situation that -- you certainly would pump the bilges, and

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 29

if it became excessive, I then would be concerned.

Q What would you consider an excessive high bilge water?

A If it got into the cargo.

Q How high are the bilges in the WEYERHAEUSER; do you know?

A I believe they are 18 inches.

Q During the same period, the period I just referred to, if the other cargo hold bilges did not require the same degree of pumping, would you say that is an indication there may be a problem in No. 3?

A I will say I'm sure there was no leakage from the sea into the cargo space during that period.

Q How would you know that?

A Because at the end of the voyage there was no indication of it.

Q Was there an examination made of the ship at the end of the voyage?

A I see surveys that indicate there was no leakage.

Q All right, we will get to that point later.

A There is no report from the vessel there was any problem in that area.

Q These readings are taken from the log?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Q After leaving from Madras, the vessel proceeded to Singapore and then to the West Coast?

A Yes.

Q I believe she was in ballast at that time?

A Yes.

I understand these readings continued during that period, too; is that correct?

Q Your logbook will show that the No. 3 bilge readings are negligible, but if you wish to read the logbook you may.

A Yes.

Q Your log also indicates that the first appreciable change in the No. 3 bilge readings occurred after the vessel loaded a cargo of lumber at various West Coast ports?

A Yes.

Q I see on November 15th, the No. 3 port shows 15 inches?

A Yes.

Q On the 17th, the No. 3 starboard now shows 13?

A Yes.

Q On the 18th, 24?

A Yes.

Q This is over the 18 inches?

A Yes.

Q Is that an indication that you have water in the

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 31

hold?

A I would say it would be, yes.

Q How about a reading of 24 inches?

A Yes.

Q I note also that on November 20, 1966, from that time up until the vessel arrived at Jacksonville, November 25, 1966, the No. 3 cargo hold required pumping on a continuous basis?

A On a continuous basis?

Q The indication is that the pumping occurred on practically every watch?

A Yes.

Q Now, there is no indication in the log as to how long each pumping took place?

A Yes.

Q Incidentally, I think you will find that the other cargo holds during this time did not require nearly as much attention as the No. 3?

A That area is twice as large as any other cargo hold in the ship and would be draining a much larger area of our cargo space.

Q Why is that area twice as large?

A Because it comprises Nos.3 and 2 holds plus the 'tween decks, which all drain back into that area.

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Q Do you have a bulkhead between No. 2 and 3?

A No, sir.

Q Why is that?

A The ship is designed for carrying lumber; they removed the bulkhead.

MR. CORSA: That is at the 'tween deck level and the lower hold?

THE WITNESS: Yes, sir; between 2 and 3.

MR. CORSA: 2 and 3, yes.

BY MR. KENNEDY:

Q After the vessel returned to the West Coast, did you, yourself, read the logs or have an opportunity to examine the logs?

A No, I did not.

Q Had you examined the logs and noted the pumping operation in No. 3 and the unusual readings in the No. 3 bilges, would you have taken any action?

A I probably would have, yes.

Q Do you know if anyone examined the logbooks in the operations department?

A I'm certain they were read. When, I couldn't tell you.

Q Do you think the person that read them should have taken some action at that time?

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 33

A I believe that the person that read them, based on no adverse comments from the vessel, did not consider them to be a problem.

Q But you would have?

A Possibly, if I had read it.

Q Are you familiar with the voyage of the JOHN WEYERHAEUSER, which commenced at Baltimore on or about December 15, 1966?

A Yes.

Q Was the vessel under charter at that time?

A Yes, it was.

Q To whom?

A New York Navigation.

Q Do you have with you a copy of the charter party?

A Yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Q I show you a copy of a document marked "Straight Bill of Lading, Second Original."

Can you identify that?

A Well, you have shown me a bill of lading. The ship is the JOHN WEYERHAEUSER and it says, "1,087 packages of items as per attached riders 1 through 17." it's on a New York Navigation Company heading and signed by Lav Ship of Baltimore.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Mandle 41

Q Getting back to the log entries of the vessel, at Baltimore, I note that on December 11th -- and this is the date when the cargo which is the subject of this action was in the process of being loaded -- there was no recording of water in the No. 3 bilges?

A Is this the deck or engine log?

Q This is the deck log.

A Yes.

Q The loading continued through December 16th?

A Yes.

Q And the first sign of water appears in the No. 3 on December 12th?

A Yes.

Q Now, that No. 3 then shows 12 inches in the bilge. The following day it's up to 18; that is December 15th. On December 16th, the No. 3 starboard shows 10 inches.

A Yes.

Q Keeping in mind that the vessel is in port, in the

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 42

process of loading cargo --

A Yes.

Q (Continuing) -- do you think some action should have been taken at that time to determine the cause of entry of water into No. 3?

A By the ship's personnel?

Q In the first instance by the ship's personnel.

A I really don't know who was aware of this at that time.

Q Whoever made the log entries, he at least had to be aware of it, and whoever reported it to him must have been aware of it?

A In port, frequently logs are not read by all parties concerned.

Q Who are "all parties concerned"? Would that be the port captain?

A The master, for one. He might be involved in other activity which would preclude him reading the log until possibly after the vessel sailed.

I'm sure, if he had concern, he would have investigated this.

Q If he had concern?

A If he had knowledge.

Q If he had knowledge of the reading?

DEFENDANT WEYERHAEUSER'S EXHIBIT E

A I'm sure that if he had felt he had a problem or knew he had a problem, he would have investigated it, yes.

Q Should he have known he had a problem --

A If he was advised.

Q (Continuing) -- if he was aware of the reading?

A Yes.

Q If he had known of the reading, should he have been aware of the problem in the No. 3?

A If there had been no rain or other factors, I don't know. I would say all things being equal, with no external obvious causes, he should consider that he has a considerable water entry, yes.

Q Now the ship departed from Baltimore on the 17th and arrived at Tampa on the 23rd?

A Yes.

Q At Tampa a cargo of fertilizer was loaded?

A Yes.

Q Then the vessel set sail for Cristobal?

A Yes.

Q During this period, the No. 3 bilge pumps are used on a daily basis?

A Yes.

Q And the bilge readings range from 14 to 38 inches?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 44

MR. FISH: What period is that?

MR. KENNEDY: After leaving Tampa.

* * *

Q Certainly you would agree that on that leg of the voyage, the master, if he was paying any attention at all to

* * *

Q I note that the vessel arrived at Cristobal and remained there for approximately 13 days?

A Yes.

Q Can you tell us why the vessel was detained at Cristobal?

A Main engine repairs, awaiting parts, awaiting labor.

Q Who represented Weyerhaeuser while the vessel was at Baltimore? That is, who were the portside people representing Weyerhaeuser?

A Hinkins Steamship Company.

Q I'm sorry, I meant Cristobal.

A Grace Lines; I think they call it Panama Company. It's a Grace Lines subsidiary.

Q Did Weyerhaeuser send anyone to Cristobal to attend to the vessel?

A No, we did not, no.

Q I was under the impression they had sent two

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 45

employees down to Panama?

A We may have sent some crew replacements to the vessel, I'm not sure of that. But we had no shoreside personnel attend that vessel.

Q Did you receive any reports from the vessel while she was at Panama?

A Lots of cables, yes.

Q Do you have these with you?

A Yes, we do.

* * *

Q Mr. Mandle, you are examining a file.

Can you tell us whether there is any indication in that record before you that the vessel reported a water problem to the owners?

A There was no report of a water problem to the owners.

Q Whose record is that?

A This is a voyage file of the JOHN WEYERHAEUSER.

* * *

Q Mr. Mandle, had the degree of the entry of the water in the vessel, as noted in the log, reflected in the log, on the voyage from Tampa to Cristobal and while the vessel was in Cristobal, been reported to you, would you have taken any action?

A Yes.

Q What would you have done?

A We would have asked for a thorough investigation for possible causes.

Q Would you have gone so far as to remove the cargo, if that was required to get at the source of the water?

A May I give an opinion?

Q That is what I am asking.

A I am of the opinion, had we been aware of leakage through the hold of that vessel, we would have called in the American Bureau of Shipping to conduct a survey immediately and would have followed all recommendations, and it is definitely possible that the Bureau could recommend removal of cargo in a situation like this, had we been unable to determine where the water was entering the ship.

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 47

Q Should the entry of water on the voyage from Tampa to Cristobal been reported to the operations department?

A At this stage it's obvious.

Q I am not talking about "at this stage," I am talking about at the time the vessel was at Cristobal.

A Apparently, in the opinion of the master, they had found the source and did not consider it to be a serious problem.

Q What was the source?

A They felt it was leaking back through the bilge system.

Q Did they make any report to you on that?

A No.

Q How did you obtain this information?

A Subsequent to the end of the voyage.

Q You interrogated the master?

A Yes.

* * *

Q But the captain reported to you he made some sort of investigation?

A Yes, after the voyage.

Q He reported to you after the voyage that he made an

DEFENDANT WEYERHAEUSER'S EXHIBIT E

investigation?

A Yes.

Q While at Panama?

A Correct -- not an investigation; they felt they had discovered the source.

Q How would he have discovered it if he did not investigate it?

A The investigation conducted by them led them to believe that the water was backing up through the bilge system.

Q Did you confer with Weyerhaeuser's port agent at that time?

A No. These people are not qualified for that type of operation. They are strictly agents to handle the ship.

Q Did you know if he reported this problem to Mr. Grevers of the New York Navigation Company?

A Not to my knowledge.

* * *

MR. CORSA: It was not continuous; they hit intermittent ports.

MR. KENNEDY: Yes.

A (Continuing) In a general sense, yes.

Q Can you tell us what happened?

A The vessel proceeded to Moji for bunkers. At that time the master discovered he was down to his summer marks, and an investigation revealed water in No. 2 and 3 hold.

Surveyors were called in, and various temporary repairs were accomplished. The vessel proceeded to Korea, where the fertilizer cargo was discharged, and after discharge of the fertilizer cargo, the vessel returned to Moji for additional bunkers and then proceeded to Iligan for final discharge.

Q Did you say it was at Moji that the captain first realized he had water in the hold?

A Yes.

Q If he had paid attention to the logbook, do you think he would have come to that conclusion much earlier?

A Possibly.

Q Would he have come to that conclusion, do you think, at Cristobal?

A He was obviously aware of this at Cristobal, and he did not come to that conclusion, so I couldn't say he would,

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 50

because he came to an entirely different conclusion.

Q What is the master's name, by the way?

A Harold Dumble.

Q Is he presently employed by Weyerhaeuser?

A No, he is not.

* * *

Q Who was the first mate on that voyage?

A John Tomaszak -- don't ask me to spell it.

* * *

Q Is he employed with Weyerhaeuser?

A Weyerhaeuser no longer has vessels, so none of these gentlemen are employed by us.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 51

* * *

Q When did you first learn of the water problem of the No. 3 hold of the WEYERHAEUSER, Mr. Mandle?

A When we received advice from Moji of the problem.

Q Did you issue any instructions at that time?

A Yes. We requested the surveyors attend, and we told the agent to render what assistance was necessary.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 53

* * *

Q Did the Weyerhaeuser Company ever learn the reasons for the entry of water into the No. 3 hold?

A Yes, we did.

Q What was that reason?

A Leaking clapper valve on the port side of the No. 3 lower hold.

Q Was the clapper valve in the No. 3 starboard area leaking, also?

A The surveyors in the Far East thought that it was. At the end of the voyage we found nothing defective with this particular valve, so I am really not certain whether it was

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Mandle 54

or was not.

Q Was that valve replaced shortly after the end of the voyage?

A No, it was not. It was left in place.

* * *

Q What was done with the No. 3 port clapper valve?

A Replaced.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 55

* * *

Q Have you ever seen the clapper valve in question?

A I have seen the clapper valve. I can't recall when.

Q Do you recall what it looked like at that time -- that is, its condition? Would you say it was holed and wasted?

A It had a wasted area on it.

Q Mr. Mandle, when the WEYERHAEUSER returned from Madres -- this is now going back to voyage 21 -- she arrived, I believe, at Portland sometime in October?

A Yes.

Q Was she inspected at that time for any reason?

A I would have to check. I have no knowledge of an inspection. It's possible. She underwent repairs at that

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 56

time.

Q What was the nature of the repairs?

A Voyage repairs, plus damage to one generator.

Q Was any report made to you at that time that the No. 3 hold was taking on an unusual amount of water?

A No report made.

Q Verbal or otherwise?

A Correct.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 57

Q Mr. Mandle, do you have any records here indicating when a clapper valve in the No. 3 port area was installed on the JOHN WEYERHAEUSER?

A You mean after --

Q I mean before the incident.

A No.

Q If a new clapper valve were installed, would that be reflected in the survey records that you have produced for us today?

A Not necessarily. You could install a clapper valve

DEFENDANT WEYERHAEUSER'S EXHIBIT E

without having a surveyor in attendance.

Q Would you have a record as to when one was installed, assuming one was?

A We would have to research back to the voyage files of that ship, with any company that ever did repairs for us. I have no knowledge of that valve being changed.

MR. CORSA: Changed when?

THE WITNESS: At any time.

MR. CORSA: Before the incident?

THE WITNESS: Yes, before. After, it was changed.

BY MR. KENNEDY:

Q Who reported to you the entry of water in No. 3, from Moji?

A I am not certain; either the master or agent, by message. I believe the master.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E

EXAMINATION BY MR. CORSA:

Q Do you know who Mr. Grevers is, of New York Navigation?

A He is president or vice president.

Q Have you met the gentleman?

A Only telephone conversations.

Q I don't know whether it was clear or not, but did anyone on behalf of Weyerhaeuser tell New York Navigation, prior to the commencement of the charter time for the JOHN WEYERHAEUSER, that there was water accumulating in the bilges of No. 3?

A No.

Q On a daily basis?

A Not to my knowledge.

Q Maybe I restricted the question to Mr. Grevers.

Did anyone tell anyone else? Did anyone in Weyerhaeuser tell anyone in New York Navigation about the water problem in the No. 3 hatch of the JOHN WEYERHAEUSER?

A The same answer would apply.

Q There was an "on hire" survey of the JOHN WEYERHAEUSER at Baltimore; is that correct?

A Yes.

Q What is the purpose of that survey?

A Primarily to determine the condition of the cargo

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Mandle 60

holds, to record any defects noted at the time of going on hire, to make them a matter of record so they would not be chargeable against the charterer at the termination of that particular charter, and to examine the areas for general suitability for loading cargo.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Q Are you sure, after reviewing all of the evidence in this case, that the source of the water was only the leaking clapper valve on the starboard side?

A It appears to be the major source of the water in the hull, yes. There is some indication that the starboard clapper valve was leaking, which we have no way of verifying really.

* * *

* * *

Q Do you recall Mr. Kennedy reciting certain bilge soundings in November? For instance, November 18th, 24 inches?

A Yes.

Q You consider that normal, do you not?

A I would say that is a lot of water.

Q So based on that reading, should the surveyor have been told of the abnormal soundings?

A I don't believe it was his problem. I believe the ship felt they had no problem.

Q I think you testified you would have been concerned had you been chief engineer; is that correct?

A I think that this thing would have been investigated

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Mandle 64

* * *

Q You mentioned, at the termination of this voyage you had a discussion with the master concerning the water in the No. 3 hold; is that correct?

A Yes.

Q And that discussion covered the period before Baltimore; is that correct?

A Yes. The discussion covered the period at Cristobal, where they were first concerned with the water problem, not prior to that.

Q In other words, this concern arose at Cristobal, which was after the voyage from Tampa?

A Yes.

Q They had sent no report at that point to --

A They never sent any report to anyone in the company at any time, until Moji.

Q As I recollect, your testimony was that the master said his concern for the water started at Cristobal?

A Yes.

Q Before that there was no concern with regard to the water, as far as the master told you?

A That's correct.

Q Further, in your discussions with the master, you

DEFENDANT WEYERHAEUSER'S EXHIBIT E

learned they thought it was a backup from the bilge system; is that correct?

A Correct. Also fresh water; they tasted fresh water.

Q The backup from the bilge system means what?

A The normal ship condition will be where the bilge pump lined up with the suction valve closed on the pump. The discharge valve is usually left open, the overboard valve to the sea is usually left open.

On an older piece of equipment, or equipment that has debris in it, there is a possibility that you can have a leaking valve through the pump, through the suction and discharge valve back by your plunger packing and back to the manifold leading to the ~~hoses~~ Holds.

Q Shouldn't they be fitted with a non-return valve?

A They are, but non-returns leak to some degree.

Q Assuming this master thought this was a problem with the backup to the bilge system, to remedy that would not require the vessel to go into a shipyard; is that correct?

A No.

Q The ship's force could remedy that situation; is that correct?

A Yes.

Q Did the master indicate to you that they attempted to remedy that situation?

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 66

A I believe there is a log entry, they opened the valve and inspected it and made various repairs to the bilge valve.

Q Was this done after Cristobal?

A Yes.

Q Is that in the log, you say?

A Yes.

Q You are not talking about the log entry of February 4th, where they installed a rubber hosing on the deck?

A Is that February 4th?

Q Yes.

A Is there any other entry after Cristobal?

Q Not to my knowledge.

A Maybe I was told verbally they examined the valve. But they did open the valve and check it.

Q Having opened the valve and checked it, and assuming they repaired it, the source of the water from the backup of the [redacted] should have been eliminated; would that be correct?

A That would be correct, yes, sir.

* * *

Q But having repaired it, did you know whether the

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 67

bilge soundings in No. 3 hatch decreased or increased or stayed the same?

A I believe they continued having a problem. I can't quote the log.

Q Did you question the master about that?

A Afterward?

Q Yes.

A Yes. I don't recall the exact wording now.

Q You mean what you told him --

A Our discussion, no; or his exact reasoning why he felt that had solved the problem.

Q You had mentioned, if you had been on the ship you would have conducted an investigation.

Now, having eliminated the problem with the backup from the bilge system, what other source of water would there be in No. 3 hold of the JOHN WEYERHAEUSER?

A You could have a leak from other pipes that run through the cargo hold to the crew quarters above. You could have fresh water leakage, you could have salt water leakage. You could have a leak through the side of the hull.

Q Before you mentioned that someone tasted the bilge water that they were accumulating in No. 3 hold?

A Yes.

Q Who did the tasting?

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 68

A The master.
Q The master?
A Yes.
Q And he told you it was fresh water?
A Yes.
Q Did he always have fresh, or was there a time that --
A I don't know. I think that was the only time he tasted it.
Q He tasted it once?
A Yes.
Q Did anyone else taste it, to your knowledge?
A I don't know.
Q But they did say it was fresh water?
A He said it was fresh, yes.
Q Does that eliminate the backup of the bilge, if it tastes fresh?
A It is a physical impossibility to back up fresh water into the bilge.
Q Unless you are in fresh water?
A Yes. I think Cristobal is not fresh water.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 69

Q You said that the vessel thought they had a backup from the bilge system?

A That was one of their theories.

Q Having told you further there was a fresh water taste --

A The chief engineer didn't believe he had a backup from the fresh water, I don't think.

Q He thought he had something else?

A Yes; a salt water backup.

Q A salt water backup?

A Yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E

* * *

Q After the conversion, did you remove the bilge system for No. 2?

A During the conversion.

Q Yes, during the conversion.

A The bilge system for No. 2 hatch had been eliminated, right.

Q After having examined the evidence in this case, and talking to the chief engineer and the master after this

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voyage, do you have an opinion concerning the sources -- source of water noted in No. 3 hatch before Cristobal?

A At what time before Cristobal?

Q Between Cristobal and Tampa.

A I would assume that this was coming from the same source that the water continued coming from, the No. 3 port clapper valve.

Q Do you think prior to Tampa a similar condition was prevalent?

A What was the draft prior to Tampa? I don't know.

Q In other words, you would correlate the submersion of the clapper valve with the water, to say that would be the source?

A In this instance.

Q And I assume on the voyage from Tampa to Cristobal, the vessel had the clapper valve submerged?

A I believe it was.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E

* * *

BY MR. KENNEDY:

Q At the time the vessel sailed from Tampa towards the Far East, was there anything with the stowage of the cargo that contributed to the entrance of water to the clapper valve?

Do you understand the question?

A I understand, but I'm trying to find out what you are leading to.

Q Don't anticipate what I'm leading to.

A In other words, the manner in which the cargo was put into the ship created the problem?

Q Did that in any way contribute to or create the problem which subsequently developed with respect to the clapper

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Mandle 74

valve?

A The loading of the cargo did not damage the clapper valve.

Q Was the vessel, when she sailed from Tampa, overloaded?

A No.

Q Was the vessel, when she sailed from Tampa, in proper stability?

A Yes.

Q You mentioned that -- in answer to my question, that the cargo did not cause the leaking of the clapper valve; is that right?

A Yes.

Q Was there anything in the manner in which the cargo was stowed aboard the vessel -- that is, where it was physically placed -- which could have contributed to the casualty?

A You mean the leaking?

Q Yes.

A No.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E

Q On the date of March 29, 1967, the engine room log contains an entry that No. 3 -- "No. 3 C.H. bilge was pumped." Can you enlighten us as to what No. 3 C.H. means?

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle

A Well, C. H. I would think means "cargo hold."

Q You say you examined this clapper valve, to your recollection?

A Not "examined it," I saw it.

Q You saw it?

A Yes.

Q You said it was wasted?

A Yes.

Q What part of it was wasted?

A Now I'm going back to what I read in the survey report, in the way of the lower section of the clapper.

Q The lower section was wasted?

A Yes.

Q One of the surveyors who examined the clapper said it was found in an open, frozen position?

A Yes.

Q What does that mean?

A That the clapper, itself, had opened and was frozen in the open position. It's a swinging valve.

Q It is on a hinge?

A Yes.

Q And it is supposed to swing free?

A Yes.

Q What is the purpose of this clapper valve?

A It retards the sea action coming back into the vessel.

Q What is the purpose of the valve?

A To drain waste over the side.

Q From where?

A Various places. This was a sanitary valve.

Q And the pipe runs through the hold of No. 3?

A Yes.

Q Is this valve something like a non-return valve?

A Not really. It's never intended to be a water-tight valve. It acts in a non-return manner to prevent a force of sea action coming in.

If you have a stand of water above that, you can have a backing-up action.

Q If the clapper valve is in an open position, it permits sea water to enter through the skin of the ship; is that correct?

A Yes.

Q Now, that water should then be in the pipe?

A Yes.

Q In order for that water to get into the hold, it has to go through the pipe; is that correct?

A Yes; or through a hole in the valve.

Q In other words, between the skin of the ship and

the pipe is a valve; is that correct?

A A clapper valve, yes.

Q A clapper valve?

A Yes.

Q Are you saying, then, what leaked was the clapper valve inside of the skin of the ship?

A Not the pipe.

Q Not the pipe?

A No.

Q You say there was a hole in the clapper valve; is that correct?

A Yes.

Q How much of a hole? What was the size of it?

A I would say approximately a half inch by four inches, I would say.

Q A half-inch by four-inch crack?

A Did you say "crack"?

Q An opening.

A A crack is different from an opening.

Q Do you know what caused the opening of a half-inch by four inches?

A The consensus of opinion was it wasted.

Q Is that area something that could be inspected from the inside of the cargo hold? In other words, if you look

DEFENDANT WEYERHAEUSER'S EXHIBIT E

at the inside of the clapper valve, from the inside of the cargo valve, could you see that area that leaked?

A You could see the clapper valve, yes.

Q And could you see that area, that half inch by a quarter, where the leakage developed?

A Yes.

Q This vessel ended up with considerable water in No. 3 and No. 2 holds?

A Yes.

Q And it was calculated in feet, if I am correct?

A Yes.

Q Would you say that all of the water entered through a half-inch by a four-inch hole?

A Yes; the majority of the water, yes. I still don't know about that other valve on the other side.

Q Mr. Mandle, you mentioned that the clapper valve in question was wasted.

Could you enlighten us as to what you mean by the term "wasted"?

A That is a term used for deterioration of metal, for rusting.

Q Corrosion?

A Yes.

Q Do you know how high the water got in the

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 80

JOHN WEYERHAEUSER before Moji?

A I believe the report said 13 feet.

* * *

Q Was the crew of the JOHN WEYERHAEUSER instructed to sound the bilges each day?

A It's a normal procedure to sound the bilges.

Q And the sounding of the bilges would disclose 13 feet; is that correct?

A Not necessarily in this case. I don't think it went up that high.

Q Did you determine why so much water accumulated in the No. 3 hold before the crew discovered it?

A Apparently the super phosphate concentrated and did not allow sufficient water to go into the bilge wells to show a true indication of water in that area.

Q So the crew was not getting 13 feet readings?

A No.

Q Or 5 feet readings?

A No.

Q Or anything of that sort?

A I don't know what the exact readings were, but

they were not 13 feet.

Q So you are not saying this water accumulated overnight?

A No.

Q Gradually?

A Yes.

Q Probably from the time she left TAMPA Fla. Hampton?

A Probably.

Q Where is the clapper valve in relation to the bilge well?

A It's above -- I would say 17 feet, approximately, above the tank tops. The bilge well is located in that area at the tank tops.

Q So they are about the same frame?

A They are within the same frame. The bilge well is inboard, of course, of the skin of the ship. The clapper valve is on the skin of the ship.

Q Do you know when the clapper valve had last been inspected?

A In 1962.

Q 1962?

A Yes; at that time of the special survey.

Q And it had been found in good order?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT E

* * *

Q Are you aware of any other Liberty ships operated by Weyerhaeuser where clapper valves were found in similar condition as on the JOHN WEYERHAEUSER?

A We have had clapper valves deteriorate.

Q To your knowledge, did any valve come to your attention because of deterieration, in December 1966?

A You mean on some other vessel?

Q Yes.

A I don't recall any specific incident in December 1966.

Q Do you recall incidents before or after?

A Well --

Q That is, incidents of clapper valves?

A I would say both.

Q Before and after?

A Yes.

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 83

Q Was the JOHN WEYERHAEUSER drydocked each year?

A Approximately.

Q And were the clapper valves checked during those drydocking periods?

A Not normally, no.

* * *

Shipping?

A No. YES

Q Your company has no program for checking them annually?

A No.

Q Would you say that a vessel which has the leaking clapper valve, such as in this instance, where water is

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 84

pouring into the hold of the vessel, is a seaworthy vessel?

MR. FISH: That is a conclusion of law, but I have no objection to the witness answering.

MR. CORSA: It may also be a fact question.

MR. FISH: I have no objection to it.

A No.

Q Is a vessel with its clapper valve in a frozen position a seaworthy vessel?

A Yes.

Q It is the leaking into the pipe which makes it unseaworthy?

A That's correct; and the leak in the valve -- it's not the pipe.

Q Yes; I mean the valve. It looks like a pipe to a layman.

A Yes.

Q With a one-half-inch by four-inch hole in the clapper valve, would this JOHN WEYERHAEUSER be in a thoroughly efficient state?

A With water coming in?

Q Yes; or even with the vessel light so that the clapper valve is not --

A No.

Q In either instance, she is not in a thoroughly

DEFENDANT WEYERHAEUSER'S EXHIBIT E

efficient state; is that correct?

A Correct.

Q Do you know how the American Bureau conducts their tests of clapper valves?

A Visual examination, hammer tests, and this type of thing.

Q Is that from inside the hold?

A Yes.

Q When was New York Navigation Company notified that -- for the first time, that water had entered the vessel's No. 3 hold, on this voyage?

A I would say approximately the same time we were notified, when the vessel arrived in Moji, Japan.

Q In Moji?

A Yes. More than likely their agents contacted them directly.

Q Do you mean the New York office?

A Yes.

MR. KENNEDY: Do you know this for a fact, Mr. Mandle, or are you surmising?

THE WITNESS: I am surmising that that is the time, yes.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 87

Q Do the reports of the repairs conducted for this vessel, after this casualty at Iligan, confirm that the only source of water in No. 3 hold or No. 2 hold was the leak in the clapper valve?

A Apparent source, yes.

Q Did it subsequently develop that there was another source?

A As I told you earlier --

Q Other than the starboard clapper valve?

A (Continuing) -- there was no other source.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 90

* * *

Q I show you a photograph, the upper one of this page, and ask you whether that discloses the clapper valve that the testimony has been given about?

A Yes.

Q It does?

A Yes.

Q Is that on the port side or starboard side?

A This appears to be on the port side.

Q There is a remark next to it on the right-hand side, that there is a weld shown?

A Yes.

Q Does that have any significance?

A Apparently this was the repair that was done in the Far East, to the valve.

Q So this photograph was taken after the repairs were conducted?

A Yes; as far as I know, yes. I couldn't -- it

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle

appears that way.

MR. CORSA: Mark this as Defendant New York 1 for identification.

* * *

Q Mr. Mandle, the wasting of the clapper valve that you noted, did that occur on the voyage from Tampa to Moji, Japan, or had it accumulated much earlier than that?

A I would say it occurred over a longer period of time than that time span, yes.

Q Are you talking about years rather than weeks?

A I really couldn't tell you; but not days.

* * *

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 92

Q You indicated that the master informed you that he had tasted the bilge water?

A Yes.

Q When did he do this?

A In Panama.

Q At Panama?

A Yes.

Q When did he tell you that?

A In San Francisco or Almeda, at the end of the voyage.

Q Was the master ever reprimanded in any way for not reporting the occurrences on the WEYERHAEUSER during the voyage?

A Yes, he was.

Q How about the previous voyage?

A ~~Yes.~~ No [illegible]

Q Had you at any time had an opportunity to personally examine the logs for the previous voyage?

A No.

Q You did not?

A We did not feel anything on the previous voyage was

DEFENDANT WEYERHAEUSER'S EXHIBIT E
Mandle 93

relevant to this situation.

Q You did have a serious caking problem on the previous voyage, didn't you?

A Not through the leakage of that clapper valve.

Q How would you know?

A You would observe leakage from the valve.

Q Who inspected the valve after the voyage?

A The area was inspected by two separate, reliable persons.

Q When was this?

A Capt. Rynbergen inspected this area, and Capt. Rikkers.

Q Then how do you account for the high readings in the No. 3 bilge on the voyage from Hopewell to the West Coast?

A I really don't know.

* * *

Q Was the master continued in Weyerhaeuser's employ after this voyage?

A Yes.

Q Was the chief engineer, likewise?

A Yes.

Q Was anyone fired as a result of this casualty?

A No.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-2

MAXWELL HARRIS COMPANY, INC. 10 RECTOR STREET NEW YORK 6, N. Y. 5490 CHARTERING BROKERS

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Form 150. Printed in U.S.A. and for sale by The Produce Exchange Stores, 80 Broadway, New York 4, N.Y.

Time Charter

GOVERNMENT FORM

Approved by the New York Produce Exchange

November 6th, 1913—Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946

This Charter Party, made and concluded in New York, New York 7th day of September 1966

Between WEYERHAEUSER LINE, DIVISION OF WEYERHAEUSER COMPANY

Owners of the good American Steamship / Motorship "JOHN WEYERHAEUSER" of

of 7272 tons gross register, and 4430 tons net register, having engines of indicated horse power

and with hull, machinery and equipment in a thoroughly efficient state, and classed A-1 at American Bureau of about 505,712 cubic feet bale capacity, and about 18,793 tons of 2240 lbs. deadweight capacity (cargo and bunkers, including fresh water and stores not exceeding 300 tons one and one-half percent of ship's deadweight capacity, allowing a minimum of 650 tons) on a draft of 27 feet 8-7/8 inches on Summer freeboard, inclusive of permanent bunkers, which are of the capacity of about tons of fuel, and capable of steaming, fully laden, under good weather conditions about 10-10-1/2 knots on a consumption of about 26/28 tons of best Welsh coal best grade fuel oil best grade Diesel oil, now Trading

and NEW YORK NAVIGATION COMPANY, INC. Charterers of the City of New York, New York

Witnesseth, That the said Owners agree to let, and the said Charterers agree to hire the said vessel, from the time of delivery, for about a voyage to the Far East via port or ports in or out of geographical rotation.

within below mentioned trading limits.

Charterers to have liberty to sublet the vessel for all or any part of the time covered by this Charter, but Charterers remaining responsible for the fulfillment of this Charter Party. Acceptance of delivery by Charterers shall not constitute any waiver of Owner's obligation hereunder.

Vessel to be placed at the disposal of the Charterers, at one (1) safe port U.S.N.H., not north of New York, at Charterer's option, declarable fifteen (15) days prior to Vessel's ETA.

in such dock or at such wharf or place (where she may safely lie, always afloat, at all times of tide, except as otherwise provided in clause No. 6), as the Charterers may direct. If such dock, wharf or place be not available time to count as provided for in clause No. 4. Vessel on her delivery to be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted for the service, having water ballast, winches and donkey boiler with sufficient steam power, or if not equipped with donkey boiler, then other power sufficient to run all the winches at one and the same time (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage), to be employed, in carrying lawful merchandise including petroleum or its products, in proper containers, excluding Mahogany Logs, Livestock, Asphalt in bulk, Pitch in bulk, Ammonium Nitrate Explosives, (Black Powder, Blasting Caps, Loaded Bombs, Dynamite, Detonating Caps and TNT) See Clause 29) (vessel not to be employed in the carriage of Live Stock, but Charterers are to have the privilege of shipping a small number on deck at their risk; all necessary fittings and other requirements to be for account of Charterers), in such lawful trades between safe port and/or ports in British North America, and/or United States of America, and/or West Indies, and/or Central America, and/or Caribbean Sea, and/or Gulf of Mexico, and/or Mexico, and/or South America and/or Europe and/or Africa, and/or Asia, and/or Australia, and/or Tasmania, and/or New Zealand, but excluding Magdalena River, River St. Lawrence between October 31st and May 15th, Hudson Bay and all ports also excluding, when out of season, White Sea, Black Sea and the Baltic within Institute Warranty Limits, excluding Black Sea, Russia, China, Russian and Chinese Satellite Ports, Korea, Manchuria, Indo-China and Cuba (See Clause 30).

as the Charterers or their Agents shall direct, on the following conditions:

1. That the Owners shall provide and pay for all provisions, wages and consular shipping and discharging fees of the Crew; shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, including boiler water and maintain her class and keep the vessel in a thoroughly efficient state in hull, machinery and equipment for and during the service, with inspection certificate necessary to comply with current requirements at ports of call for and during the service.

2. That the Charterers shall provide and pay for all the fuel except as otherwise agreed, Port Charges, Pilotages, Agencies, Commissions, Consular Charges (except those pertaining to the Crew), and all other usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel is responsible then all such charges incurred shall be paid by the Owners. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this charter to be for Charterers account. All other fumigations ordered because of illness of the crew to be for Owners account. (Owners are responsible under Clause 26 hereof)

Charterers are to provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage and shifting boards already aboard vessel. Charterers to have the privilege of using shifting boards for dunnage, they making good any damage thereto.

3. That the Charterers, at the port of delivery, and the Owners, at the port of re-delivery, shall take over and pay for all fuel remaining on board the vessel at the current prices in the respective ports, the vessel to be delivered with not less than tons and not more than tons, (Owner's contract installation) the vessel to be re-delivered with not less than tons and not more than tons.

4. That the Charterers shall pay for the use and hire of the said Vessel at the rate of SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) United States Currency per ton on vessel's total deadweight carrying capacity, including bunkers and stores, on summer freeboard, per Calendar Month, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire to continue until the hour of the day of her re-delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at in free pratique having entered at the Customs House, if required, one safe port San Francisco/Aberdeen Range, port at Charterers' option, (Subject to Clause 31) (receipt of loading cargo, bunkering or steaming to count as hire for the hours so used) (Charterers are not obliged to accept Notice of Readiness on Sundays or holidays; before 9:00 A.M. on Weekdays or Saturdays; or after 4:00 P.M. on weekdays or 12:00 Noon on Saturdays.) notice of vessels expected date of re-delivery, and probable port. Charterers are to pay for stevedore damage (ordinary wear and tear excepted) during discharge.

5. Payment of said hire to be made in New York in cash in United States Currency, semi-monthly in advance, and for the last half month or part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise failing the punctual and regular payment of the hire, or bank guarantee, or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the vessel from the service of the Charterers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers. Time to count from 7 a.m. on the working day following that on which written notice of readiness has been given to Charterers or their Agents before 4 p.m., but if required by Charterers, they to have the privilege of using vessel at once, such time used to count as hire.

Cash for vessel's ordinary disbursements at any port may be advanced as required by the Captain, by the Charterers or their Agents, subject to 2½% commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

6. That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place that Charterers or their Agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely lie aground.

7. That the whole reach of the Vessel's Hold, Decks, and usual places of loading (not more than she can reasonably stow and carry), also accommodations for Supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for Ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel. Charterers have the privilege of passengers as far as accommodation allows, Charterers paying Owners per day per passenger for accommodation and meals. However, it is agreed that in case any fines or extra expenses are incurred in the consequence of the carriage of passengers, Charterers are to bear such risk and expense.

8. That the Captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance with ship's crew and boats. The Captain (although appointed by the Owners), shall be under the orders and directions of the Charterers as regards employment and agency, and Charterers are to load, stow, and trim the cargo at their expense under the supervision of the Captain, who is to sign Bills of Lading for cargo as presented, in conformity with MATE'S or Tally Clerk's receipts, without prejudice to this Charter Party. (and discharge)

9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

10. That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that voyages are prosecuted with the utmost despatch. He is to be furnished with free accommodation, and same fare as provided for Captain's table, Charterers paying at the rate of $15.00 per day. Owners to victual Pilots and Customs Officers, and also, when authorized by Charterers or their Agents, to victual Tally Clerks, Stevedore's Foreman, etc., Charterers paying at the current rate per meal, for all such victualling. ($5.00) (at $1.00)

11. That the Charterers shall victual the Captain and Crew to time with all requisite instructions and sailing directions, in writing, and the Captain shall keep a full and correct Log of the voyage or voyages, which are to be patent to the Charterers or their Agents, and furnish the Charterers, their Agents or Supercargo, when required, with a true copy of daily Logs, showing the course of the vessel and distance run and the consumption of fuel.

12. That the Captain shall use diligence in caring for the ventilation of the cargo.

13. That the Charterers shall have the option of continuing this charter for a further period of

...not if required by Charterers, time not to commence before... November 15, 1966 ...and should vessel not be ... given written notice of readiness on or before... November 30, 1966 ...but not later than 4 p.m. Charterers or their Agents to have the option of cancelling this Charter at any time not later than the day of vessel's readiness.

16. That in the event of the loss of time from deficiency of men or stores, fire, breakdown or damages to hull, machinery or equipment, grounding, detention by average accidents to ship or cargo, drydocking for the purpose of examination or painting bottom, or by any other cause preventing the full working of the vessel, the payment of hire shall cease for the time thereby lost; and if upon the voyage the speed be reduced by defect in or breakdown of any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all extra expenses shall be deducted from the hire.

16. That should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always mutually excepted.

The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.

17. That should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them, shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men. ARTS

18. That the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this Charter, including General Average contributions, and the Charterers to have a lien on the ship for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents which might have priority over the title and interest of the owners in the vessel.

1950 19. That all derelicts and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers' expenses and Crew's proportion. General Average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 16 to 22, inclusive, and Rule F of York-Antwerp Rules, 1950, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages of the port of New York. If such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damages to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, the shippers and the consignees, jointly and severally, shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers.

Provision as to General Average in accordance with the above are to be inserted in all bills of lading issued hereunder.

20. Cargo shall be loaded and discharged within the customary working hours, and in such ports as the vessel can enter, on the berth or wharf which the Charterers shall direct. Charterers shall have the option of loading and discharging the vessel at night, at their risk and expense, if they so desire, but the vessel shall not be obliged to work at night unless she is in berth at which she can remain afloat at all times. Charterers shall have the option of working the vessel on Sundays and holidays, but if they do not exercise such option, time lost on Sundays and holidays shall not count as laytime. Owners also to have the privilege of working cargo on Sundays and holidays, but if they do not exercise such option, time lost on Sundays and holidays shall not count as laytime. Owners shall not be responsible for any delay in loading or discharging which may be caused by or arise from any dockers' labor trouble, or by reason of the non-readiness of shippers or consignees to receive or deliver cargo promptly, or by any other cause beyond the Owners' control. Owners also to have the right to use the vessel's derricks for shifting from one berth to another at any time without prejudice to any claim they may have against Charterers under this Charter Party, and any time used for shifting to be considered as laytime. Owners shall not be responsible for any loss or damage or delay to the goods or any consequential loss or damage arising from the exercise of any liberty granted to Owners by this clause or any other clause in this Charter Party. Any steaming time or extra expenses incurred in connection with the exercise of the liberties granted to Owners by this clause or any other clause in this Charter Party shall be for Charterers' account. Owners also to have the right to use

DEFENDANT WEYERHAEUSER'S EXHIBIT E-2

29. Charterers are to have the privilege of carrying dangerous cargo, packed, labelled and stowed in accordance with the rules and regulations of U.S. Coast Guard and National Cargo Bureau with the exception of arms and ammunition. Charterers may carry arms and ammunition with Owners prior approval which will not be unreasonably withheld.

30. Charterers are to have the privilege of calling at Saigon (Indo-China) and at ports in Formosa and South Korea.

31. Charterers are not to be responsible for stevedore or other damage to the vessel unless notified in writing by the Master at time of occurrence of damage, Master is to cooperate with Charterers and Agents by giving prompt notice of claim in writing to party causing such damage.

32. Vessel to work night and day, if required by Charterers, and all winches to be at Charterers' disposal during loading and discharging operations. Shore winchmen are to be paid by Charterers. In the event of a disabled winch or winches, or insufficient power to operate winches Owners to pay for shore engine or engines in lieu thereof, if required; off-hire and stevedore stand-by time for any loss of time occasioned thereby to be for Owner's account.

Charterers are to reimburse Owners for overtime expenses paid to officers and/or crew at the rate of Fourteen Hundred Dollars ($1400.00) per month or pro rata thereof.

33. Charterers are to have the privilege of flying their house flag and painting their markings on vessel's funnel and/or sides, and are to restore Owners' markings before redelivery, at Charterers' time and expense.

34. Owners warrant that vessel's holds have not been painted within 15 days prior to delivery, and Owners are not to paint vessel's holds during currency of this Charter without Charterers' express permission which will not be unreasonably withheld.

35. New Jason Clause, New Both-to-Blame Collision Clause and Chamber of Shipping War Risk Clauses 1 and 2, as attached, are to be considered part of this Charter Party and are to be included in Bills of Lading issued hereunder.

36. It is understood that the Owner will provide and maintain Marine Risk Insurance on Hull and Machinery on the basis of the vessel trading World Wide within American Institute Warranty Limits, and in respect of War Risk Coverage, subject to the customary exclusions of North Korea, Manchuria, Formosa and China (other than Indo-China), Hong Kong and Kowloon) and that their basic insurance premiums are based on such trading limits and exclusions.

Any extra Marine risk premiums on Hull and Machinery or on War Risk Coverage, over and above the basic coverage to be maintained by the Owner, incurred by reason of the vessel calling at or trading to ports not included in Owner's basic coverage, shall be reimbursed to the Owner by the Charterer at rates not higher than rates obtainable by the Charterer for life insurance. Charterer's responsibility for reimbursement to the Owner in respect of extra premiums incurred shall be based on the valuation actually insured by the Owner, but in no case more than $1,250,000.00 including Increased Values.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-2

37. Any necessary additional Crew Insurance, including insurance against attack bonus payments, in excess of Seaman's War Risk Insurance (Life - $10,000.00 - Personal Effects - $500.00) and incurred by reason of ports of call or trade, shall be covered by Owners in accordance with Union(s) Agreement(s) and paid by Owners and premium payments therefore reimbursed by Charterers, but at rates not higher than rates obtainable by Charterers for comparable insurance.

38. Crew area bonuses and/or crew attack bonus, if any, incurred by reason of ports of call or trade shall be paid by Owners and payment therefore reimbursed by Charterers in accordance with existing Union(s) Agreement(s) between Owners and the Union(s).

39. Bonus Payments occasioned by carriage of penalty cargo and made by Owners of subject vessel while on timecharter to New York Navigation Company, Inc., as per terms and conditions of Owner's agreement with the Union(s) shall be reimbursed to Owners by Charterers, anything contained in the Charter to the contrary notwithstanding.

40. On-Hire Survey - Prior to delivery, the parties shall each appoint surveyors, for their respective accounts, who shall conduct a joint on-hire survey. A single report shall be prepared and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party.

41. Reserve Operating Status Clause - If Charterers give Owners 48 hours notice, vessels will be laid up and charter hire will be reduced to $1500.00 per day with minimum lay-up period of 10 days and Charterers paying any extra costs including repatriation of crew which may be caused by such lay-up requested by Charterers.

42. Strike Clause - Neither party shall be held responsible for delays resulting from strike of longshoremen, vessel's crew and/or other labor disturbances or strikes preventing the sailing of these vessels from the West Coast.

43. In the event the Marine Cargo Insurance penalty, which is understood to be a maximum of 12-1/2¢ per $100.00 valuation of Illigan cargoes shipped is assessed, then Weyerhaeuser will contribute one third of actual total amount of insurance assessed by the Cargo Underwriters.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-2 5490

MAXWELL HARRIS COMPANY, INC.

Chartering Brokers

19 RECTOR STREET, NEW YORK 6, N. Y.

Telephone: HAnover 2-1885

ADDENDUM No. 1

November 10th , 19 66

Referring to Charter Party on the S/S "JOHN WEYERHAEUSER"

dated September 7th, 1966 between WEYERHAEUSER LINE, DIVISION OF WEYERHAEUSER COMPANY Owners ~~or Chartered Owners~~ and NEW YORK NAVIGATION COMPANY, INC. Charterers, covering ~~a full and complete cargo of~~ voyage to the Far East via port or ports in or out of geographical rotation.

Delivery:
~~from~~ 1 safe port U.S.N.H., not north of New York

Redelivery:
~~to~~ 1 safe port San Francisco/Aberdeen Range

It is this day mutually agreed as follows:

The cancelling date under the subject Charter Party is hereby extended to

December 7, 1966.

All other terms and conditions of said charter party to remain unchanged.

WEYERHAEUSER LINE
Division of Weyerhaeuser Company

NEW YORK NAVIGATION COMPANY, INC.

The Original is in our possession.
MAXWELL HARRIS COMPANY, INC.

By

U 48721

DEFENDANT'S
EXHIBIT
U.S. DIST. COURT
S.D. OF N.Y.
63

DEFENDANT WEYERHAEUSER'S EXHIBIT E-3

Weyerhaeuser Line

141 Battery Street
San Francisco, California 94111

December 13, 1966

Captain H. I. Dumble
Master, SS JOHN WEYERHAEUSER

Subject: SS JOHN WEYERHAEUSER - Voy. 23C
Sailing Letter

Dear Captain Dumble:

Your vessel has been chartered to New York Navigation Company, Inc., New York, New York, for a voyage to the Far East via Port or Ports in an out of geographical rotation. These Far East Ports will be made known to you by the Charterer.

You have already received a copy of the Charter Party. You should familiarize yourself with the Charter Party and the pertinent details contained therein.

Some pertinent details to which your attention is specifically directed are as follows:

1) INTENDED VOYAGE
Instructions for the Routing of your vessel as far as the rotation of Ports is concerned will come from the Charterer.

2) BUNKERS
Bunkers for this ensuing voyage will be furnished by the Charterer.

3) AGENTS
We enclose a list of our Agents in the Far East.

4) MONEY
You are to take with you a sum of $15,000.00 American currency for crew advances in Foreign Ports. The regulations concerning the handling of American currency in Foreign ports are quite strict and must be complied with. If at any time, there is any problem concerning this matter, contact your local Agents immediately.

5) PAYROLL and INVENTORY
It will greatly facilitate matters if you will have all your Payroll information up to date upon arrival in the United States. We will need a Steward's Department inventory to assist us for storing

DEFENDANT WEYERHAEUSER'S EXHIBIT E-3

5) PAYROLL and INVENTORY (Continued)
your vessel for the next outbound voyage, which please air-mail from your last foreign port and all current overtime sheets.

6) OVERTIME
It is requested that your overtime be kept to a minimum as far as it is consistent with the good operation of your vessel. All overtime is for the Owner's account. If the Charterer should request you to use the crew to clean the holds, etc., be sure proper written authorization is obtained. Also, include that the Charterer will be invoiced at the applicable rates.

7) STEVEDORE DAMAGE
Please note Clause 31 regarding responsibility for Stevedore Damage on the part of the Charterer. We suggest that you and your officers be aware at all times for the necessity of written notice of stevedore damage at the time it occurs.

8) FOREIGN REPAIRS
As you are aware, foreign repairs are subject to duty by the United States Customs. In the event that any repairs become necessary to enable you to return to the United States, please have only that work done which is absolutely essential for your safe return. Do not hire any foreign labor for maintenance work. Should the Stevedore damage the vessel and effect foreign repairs, please make note on such repairs and their cost. Please obtain copies of the invoice so that we can make sure we make proper Customs declaration of their repairs.

9) INBOUND INSTRUCTIONS
At a later date when such are more firmly known we will forward you inbound instructions.

10) SECURITY WATCHES
Should your vessel call at any port where Security Watches are required and shore leave is forbidden, please obtain, in writing, three (3) copies of the orders, signed by the Officer-in-Charge. One of these copies should be attached to the Official Log Book with appropriate entry made and read before the delegates of the various unions. Another copy should be posted on the Bulletin Board on the Main Deck for all to see. A careful record of all the watches stood and those men detained on board by reason of such watches, should be entered in the Chief Officer's Log. We will need a separate listing of the Security Watches when your vessel arrives on the Pacific Coast. Please note closely Union Agreement Sections pertaining to the keeping of Security Watches. A great deal of controversy upon your arrival here can be eliminated by thorough understanding by both you and your Department Heads of these Security Sections. We suggest that you have them up

DEFENDANT WEYERHAEUSER'S EXHIBIT E-3

10) SECURITY WATCHES (Continued)
for a meeting prior to your arrival in the Far East, so that the problem can be anticipated and dealt with in advance.

11) RATE OF EXCHANGE
If you draw Foreign currency from your Agents for disbursement as crew advances, we desire that you obtain written information from the Agent as to the rate of Exchange on the day on which the money was drawn and issued. This rate of exchange should be noted on the receipts you tender to the Agents and also noted in the Official Log Books, which entry should be read to the delegates of the various Unions aboard your vessel. This will preclude any arguments as to what the men actually drew in terms of American money when you arrive back for final voyage pay-off.

12) INSURANCE COVERAGE
A letter from Mr. John Nolan detailing your Insurance coverage and how to process it on this voyage should you experience any conditions which are covered by our various types of Insurance will be sent shortly.

13) CHARTS
You are to obtain the necessary charts prior to leaving the United States for the intended voyage.

14) CONTRABAND/STOWAWAY SEARCHES
Separate instructions concerning this matter are being forwarded with this letter.

15) INVOICES
Please make sure that you obtain at least one (1) copy of each invoice against your vessel so that they can be used on auditing our account at a later date.

When you leave the last Foreign Port please have the agent wire us directly giving us your sailing time and ETA Northwest.

Please amend this ETA five (5) days before arrival and again at 48 hours prior to arrival.

Very truly yours,

WEYERHAEUSER LINE

AMB:rh
Encls.

A M Balkunas

cc: Mr. J. Cleary - NY
cc: Mr. E. H. Bennett - SF

Captain A. M. Balkunas
Port Captain

DEFENDANT WEYERHAEUSER'S EXHIBIT E-3

LIST OF AGENTS

JAPAN

Kobe

Hong Kong & Eastern Shipping Co., Ltd.
7-6, 4-chome, Isobe-dori
Fukiai-ku
Box 531
Kobe, Japan

Cable: RYMAC, Kobe

Moji & Sasebo

Holme Ringer & Co., Ltd.
3-1, Minato-machi
P. O. Box 72
Moji, Japan

Cable: RINGER, Moji (both ports)

Nagoya

Tokai Unyu Kabushiki Kaisha
1-2-chome, Tatemitsukura-cho
Naka-ku
Nagoya, Japan

Cable: TRAPT, Nagoya

Tokyo

Hong Kong & Eastern Shipping Co. Ltd.
213 Fuji Seitetsu Building
10, 3-chome, Marunouchi, Chiyoda-ku
Post Office Box 348
Tokyo, Japan

Cable: RYMAC, Tokyo

Yokohama

Hong Kong & Eastern Shipping Co., Ltd.
Room 419, Silk Building
1, Yamashita-cho
Naka-ku
P. O. Box 408
Yokohama, Japan

Cable: RYMAC, Yokohama

TAIWAN (FORMOSA)

Taipei, Keelung, Kaohsiung

Taiwan Maritime Company, Ltd.
2 Chang An Road West, Section 1
P. O. Box 1029
Taipei, Taiwan

Cable: TAIMARCO, Taipei

KOREA

DEFENDANT WEYERHAEUSER'S EXHIBIT E-3

Inchon

Korea Maritime Company, Ltd.
Ilsun Building
2, 4-Ka, Choong Ang Dong
P. O. Box 14
Inchon, Republic of Korea

Cable: MARITIMEKOR, Inchon

Pusan

Korea Maritime Company, Ltd.
75, 1-Ka, Teakyo-Ro
P. O. Box 183
Pusan, Republic of Korea

Cable: MARITIMEKOR, Pusan

Seoul

Korea Maritime Company, Ltd.
201 New Korea Hotel
192-11, 1-Ka, Ulchiro, Chung-ku
P. O. Box 1086 International
Seoul, Republic of Korea

Cable: MARITIMEKOR, Seoul

PHILIPPINES

Manila & Subic Bay

Magsaysay Lines
Magsaysay Bldg.
520 T. M. Kalaw St.
P. O. Box 21
Manila, Philippines

Cable: MAGSAYSAY, Manila

VIETNAM

Getz Bros. & Co. (Vietnam)
P. O. Box 43
Saigon, Vietnam

Cable: GEBROCO, Saigon

(All South Vietnamese ports, including Saigon, Danang, Qui Nhon, Chamranh, Nha Trang, Cape St. Jacques, etc.)

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DEFENDANT WEYERHAEUSER'S EXHIBIT E-4

Weyerhaeuser Line

141 Battery Street
San Francisco, California 94111

December 14, 1966

Captain Harold Dumble
MASTER, S/S JOHN WEYERHAEUSER
c/o A. L. Savage Co.
P. O. Box 2441
Tampa, Fla. 33601

Dear Captain Dumble:

This memo supplements the instructions you have received or will receive from Captain Knox and covers the insurance placed on your vessel and the procedure for reporting and handling any Claims that may arise on your foreign voyage.

The insurances carried are:

Hull Insurance (Marine & War)

These cover loss of or damage to your vessel caused by:

1. Perils of the Sea, such as heavy weather, ice damage, fire and grounding.
2. War risks, such as striking a mine.
3. Collision
4. Strikers, locked out workmen, labor disturbances.
5. Riots, civil commotions
6. Persons acting maliciously.
7. Our liability if your vessel is wholly or partly to blame in a collision with another vessel - for damage to the other vessel and her cargo - but not for loss of life or personal injury arising out of such collision.

Protection & Indemnity Insurance

This covers the liability of the vessel (if at fault) for:

1. All other forms of property damage, such as damage done to docks, buoys, quays, jetties, etc.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-4

Protection & Indemnity Insurance - continued

2. Loss of life or personal injury not only for your own crew but the general public as well.

3. Our legal obligations in respect to crew illnesses.

Cargo and Breach of Contract Liability Insurance

This covers the vessel's legal liability for:

1. Damage to cargo caused by negligence or unseaworthiness.
2. Unreasonable deviations during the course of the voyage.
3. Any other liability that may arise out of breach of the bill of lading responsibilities of the vessel.

Second Seaman's Insurance

This covers:

1. Crew life and injury against war and certain marine risks.
2. Crew's personal effects against the same risks.
3. Our obligation to pay wages during internment and repatriation expenses arising from those same risks.

Hull Insurances are carried by:

15% Other Non-Syndicate American Underwriters.
50% American Marine Hull Insurance Syndicate
35% London Underwriters.

Your Protection & Indemnity and Second Seamen's Insurance are carried by the Marine Office of America, San Francisco

Your cargo and Breach of Contract Liability Insurance is carried by London Underwriters.

WHAT TO DO:

In the U.S.A.:

In the event of any accident or matter that affects any of your insurance, notify this office.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-4

Arrival:

For matters coming under your Hull Insurance notify the nearest Lloyd's Agency office.

Since our Hull Insurances are placed on both the American and London markets, representatives of both the London Underwriters and the United States Salvage Association must be called in for surveys and recommendations in the event of hull damages.

For matters coming under your Protection and Indemnity Insurance notify this office directly. The nearest United States P & I Agency representatives are in New York so no appreciable time or expense will be saved by dealing through their office.

In the event that you should call at a port other than that listed, it is suggested that you check with the agent or broker, prior to departure for the unlisted port, to ascertain whom you should contact in the next port.

For matters coming under the Second Seamen's Insurance notify this office directly.

As to matters relating to cargo damages, it is possible that ultimate liability may fall on Weyerhaeuser if damages result from unseaworthiness. If there is some indication that the claims will be pressed against Weyerhaeuser on grounds of unworthiness, we suggest that you cable us for instructions or if immediate action is necessary, call on Lloyd's agent to suggest counsel to represent the interests of Weyerhaeuser.

Salvage

In the event that it becomes necessary for you to receive salvage services, please endeavor to contract for such services on the basis of Lloyd's open form of salvage contract. Unless the circumstances are such that the necessary salvage services can be obtained more advantageously on a straight per diem charge basis as might be the case where the services required are limited to towage only. The use of the Lloyd's salvage contract provides for an established procedure both as to the posting of security for the salvage claim and as to the determination for the ultimate salvage award and inasmuch as this form of contract is widely used throughout the world there should be little difficulty in persuading any salvor to accept this form of contract. A copy of the standard form of this salvage agreement should be aboard. If it is not, then notify this office and one will be forwarded.

In the event you should render salvage services to another vessel, it would also be appropriate to suggest the use of Lloyd's open form of salvage contract. However, if the other vessel should be an American flag vessel of a reputable American concern, it would be in order to suggest that the salvage work be done on a "NO CURE NO PAY" basis, with the amount of the award to

DEFENDANT WEYERHAEUSER'S EXHIBIT E-4

be determined by the owners of the two vessels by arbitration or other appropriate proceedings in the United States. We should have immediate and complete cabled reports of all salvage operations.

Brokers

Our domestic brokers on Hull Insurance are Marsh & McLennan, Inc., San Francisco. London brokers are C. T. Bowring & Co., Ltd., London.

Domestic brokers on P & I, Cargo and Second Seamen's Insurance are Marsh & McLennan, Inc., San Francisco. London Brokers are C. T. Bowring & Co., Ltd., London.

In the event of any casualty affecting your vessel, its cargo or serious injury to crew members, it is extremely important that you furnish this office with prompt, complete information.

Please forward hospital log sheets and commence a new hospital log for this voyage.

Repatriation of Injured or Ill Seamen

Please advise Agents to repatriate any injured or ill seamen by first class air, whenever possible. All agents have a standard procedure to follow as outlined by this office; however, it is still a good idea to remind them of the above instruction regarding repatriation.

Protests

If the stevedore or agent or government official is doing something contrary to standard operating procedure, notify the offending party in writing, obtaining from this party written acknowledgement of your protestation.

We wish you a very successful and enjoyable voyage.

Yours very truly,

WEYERHAEUSER LINE

John A. Nolan
Insurance Manager

JAN:lw
cc: Mr. J. J. Conroy
Mr. C. R. Jones
Captain J. D. Knox
Mr. A. R. Reisinger (4)
Mr. J. W. Rhodes - Marsh & McLennan
Mr. D. V. Ferguson
Mr. Donald Watson

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DEFENDANT WEYERHAEUSER'S EXHIBIT E-5



Weyerhaeuser Line

141 Battery Street
San Francisco, California 94111

December 13, 1966

Captain H. I. Dumble.
Master, SS JOHN WEYERHAEUSER

Subject: Foreign Repairs

Dear Captain Dumble:

Most repairs made in a foreign port, by foreign labor and foreign material used in such repairs, are subject to duty and must be entered on a declaration form to the United States Customs on re-entry at a United States Port.

Where repairs accomplished can be shown to have been necessary due to the following conditions, relief from duty is to be requested by the Master.

Damages sustained enroute, due to Acts of God, perils of the sea, through stress of weather, collision and other unforeseeable and unavoidable circumstances that render the vessel unseaworthy and necessitate repairs to safely continue the voyage to a United States Port.

A Master's Statement, giving the essential facts of the manner in which the damage was sustained must be submitted to the United States Customs at the port of re-entry, together with a request for relief from duty.

Copies of Surveyors Reports, by A.B. S. or other qualified surveyors, recommending the repairs, specifications to contractors and invoices, all must be submitted with the Master's Statement and Request for Relief. All submittals must be in triplicate to the Customs and one copy to the Operations Department at San Francisco.

Very truly yours,

Captain A. M. Balkunas
Port Captain

AMB:rh
cc: Mr. J. Cleary - NY
cc: Mr. E. H. Bennett - SF

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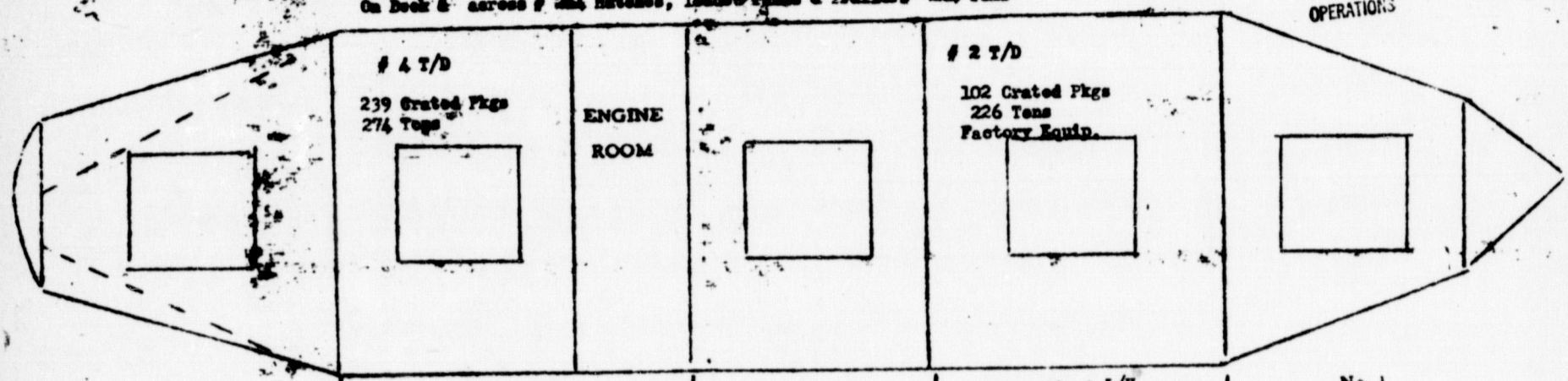
SS JOHN WEYERHAEUSER Voy. 23C PORT Baltimore, Md. Terminal [redacted] Pier [redacted] Stbd Side To #5 Date 12/12/66

START LOADING [redacted] Draft: F 8-04 A 12-00 M 9-08 Fuel 282-B Water 200 Arrived 12/21/66 at 1:54PM
FINISH LOADING 16/26/66 at 3:30PM Draft: F 11-09 A 12-11 M 14-10 Fuel 3295 Water 431 Sailed 12/26/66 at 9:25 PM
LOADED Tons 2005 For Discharge Port ILOILO, PHILIPPINES No. Gangs: 2 Day 0 Night

PLAN VIEW OF [redacted] Deck / Lower Hold

RECEIVED
DEC 27 1966
OPERATIONS

On Deck & across # 284 Hatches, Loaded Tanks & Trailers 224 Tons



REMARKS

No. 5	No. 4 L/H	No. 3	No. 2 L/H	No. 1
	536 Crated Pkgs. 552 Tons		188 Crated Pkgs 725 Tons	

J. Tomnzk

DEFENDANT WEYERHAEUSER'S EXHIBIT E-6

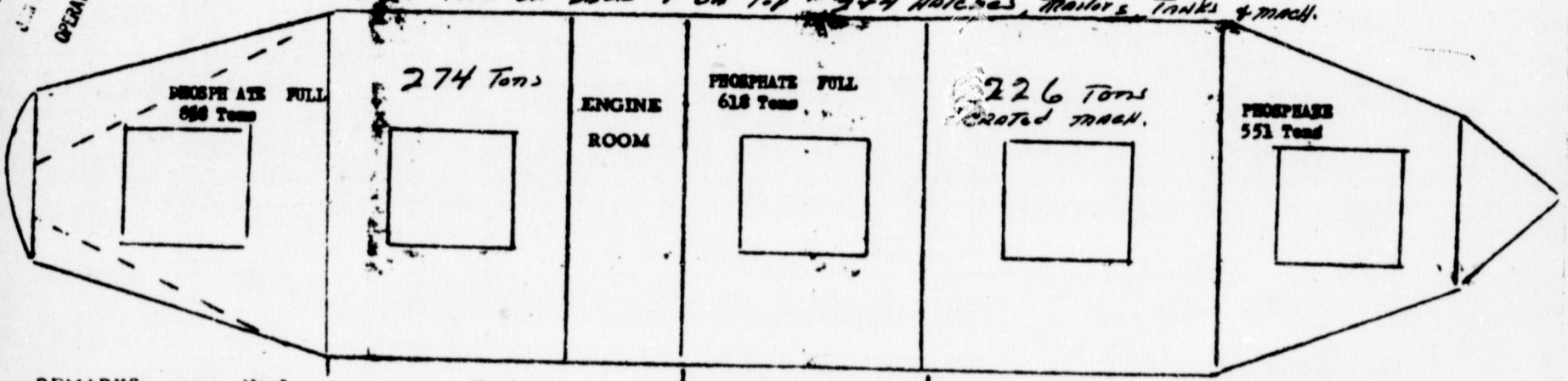
SS JOHN WEYERHAEUSER Voy 23C PORT TAMPA, FLA. Terminal PORT TAMPA Pier One dock Port Side To Date 12/22/66

START LOADING 12/22/66 at 3 PM
FINISH LOADING 12/23/66 at 3 PM
LOADED: PHOSPHATE
Previous loading Bulk. Gen.

Draft: F 9'-03" A 18'-06" M 13'-10" Fuel 2904 Water 379 T Arrived 12/22/66 at 12:12 PM
Draft: F 22'-04" A 30'-04" M [illegible] Fuel 2123 Water 385 T Sailed 12/28/66 at 12:00 PM
Tons 6,996 L/T For Discharge Port KOREA No. Gangs: 1 Day 1 Night
2,001 for Phillippines

PLAN VIEW OF: 'Tween Deck / Lower Hold

227 TONS ON DECK + ON TOP 244 Hatches, Motors, Tanks & MACH.



REMARKS:

No. 5	No. 4	No. 3	No. 2	No. 1
PHOSPHATE FULL 1491 Tons	552 Tons	PHOSPHATE FULL 2021 Tons	725 Tons	PHOSPHATE FULL 1447 Tons

NOTE: TONNAGE MARKED IN RED WAS LISTED IN PREVIOUS REPORT & LOADED IN BALTIMORE FOR THE PHILLIPPINES

J. Tomaszek 1/6

DEFENDANT WEYERHAEUSER'S EXHIBIT E-6 406

DEFENDANT WEYERHAEUSER'S EXHIBIT E-7

AMERICAN S.S."JOHN WEYERHAUSER"

ARRIVING FROM PROVIDENCE,R.I. TO DELIVER ON TIME

CHARTER AND LOAD AT DUNDALK MARINE TERMINAL

1966 STATEMENT OF FACT

December 11,Sunday	1354	- Vessel arrived and docked at Berth # 5 - Dundalk Terminal
	1354	- Notice of Readiness Tendered
December 12,Monday	0800	- Commenced loading with two (2) gangs stevedores
	1200	- Stopped loading-Meal period
	1300	- Resumed loading
	1700	- Stopped loading
		Note: Used Dundalk Terminal cranes this date 0800/1200 & 1300/1700
		Note: Notice of Readiness Accepted 0900-December 12,1966
		Note: Bunkers on board as of 1200-12/12/66 were 974.5 Net Bbls
December 13,Tuesday	0800	- Resumed loading with two (2) gangs
	1200	- Stopped loading
		Note: 0800/1100 Using Dundalk Terminal cranes
		Note: 1100/1200 Standing by a/c and
		Note: Labor sent home at 1200 this date.
December 14,Wednesday	0800	- Resumed loading with two (2) gangs
	1200	- Stopped loading-Meal period
	1300	- Resumed loading
	1800	- Stopped loading
		Note: Using Dundalk Terminal cranes 0800/1800
December 15,Thursday	0700	- Resumed loading with two (2) gangs
	1200	- Stopped loading-Meal period
	1300	- Resumed loading
	1800	- Stopped loading
		Note: Using Dundalk Terminal cranes 0700/1800
December 16,Friday	0800	- Resumed loading with one (1) gang
	1200	- Stopped loading-Meal period
	1300	- Resumed loading
	1500	- Completed loading
	1500/1600	Securing ships booms for Chief Mate
	2100	- Completed securing cargo
	2130	- Vessel sailed for Tampa,Florida
		On Sailing:
		Bunkers 3295 Bbls.
		Water 370 Tons
		Draft 11'9" Fwd. 17'11" Aft.
		Bunker Details:
		12/14/66-0800 Bunker barge alongside
		12/14/66-0830 Commenced pumping
		12/14/66-1330 Completed pumping
		Vessel took: 2645 Bbls.

THE HINKINS STEAMSHIP AGENCY,INC.,
AS AGENTS FOR: WEYERHAUSER LINE

N. T. Burns

LAVERIP OF BALTIMORE INC.,
AS AGENTS FOR N.Y.NAVIGATION COMPANY

J. J. Quingert

J. J. Quingert,Assistant Manager
Operating Department

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

MAY [illegible]

S/S "[illegible]" VOYAGE #22

ILIGAN CITY
MINDANAO, PHILIPPINE ISLANDS
MARCH 26, 1967

Watts & Company
149 California Street
San Francisco, California 94111

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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SAN FRANCISCO, CALIFORNIA 94111

Number C-2437-1967

EXAMINED FOR THE ACCOUNT OF WHOM CONCERNED

REQUEST OF: WEYERHAEUSER LINE

SHIPPED BY: ILIGAN INTERNATIONAL CORP.
Pittsburgh, Pennsylvania

CONSIGNED TO: ILIGAN INTEGRATED STEEL MILLS, INC.
Iligan City, Mindanao, Philippine Islands

VIA: S/S "JOHN WEYERHAEUSER" Voyage #22F

ARRIVED: ILIGAN CITY
Mindanao, Philippine Islands
March 26, 1967

- -

B/Ladings BALTIMORE/ILIGAN CITY #1

MARK	SHIPMENT
VARIOUS ADDRESSED	1087 Packages Steel Mill Machinery and Electrical Equipment

Pursuant to request we proceeded via Manila, Philippine Islands, to Iligan City, Mindanao, Philippine Islands, on March 24, 1967, for the purpose of examining the nature of damage sustained by that portion of the shipment stowed in the vessel's Number 2 Lower Hold, and to take such action and/or to make such recommendations as necessary to minimize the damage sustained.

On attendance on board the vessel on March 27, 1967 and subsequent dates, while the vessel was berthed port side too at the concrete pier of Iligan International Steel Mills, Inc., Iligan City, the following information relative to the cargo in question and the entry of water into the Number 2 Lower Hold was developed.

The vessel loaded the 1087 packages of machinery and electrical equipment at the Port of Baltimore, Maryland, during the period of December 12, 1966 through and including December 16, 1966, sailing December 16, 1966 for Tampa, Florida.

The stowage plan made by the loading stevedores at Baltimore indicated the shipment was stowed as follows:

22 packages - On Deck abreast Number 2 and Number 4 Hatches and across said hatches.

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290 packages - Under deck Number 2 Hatch (Tween Deck and Lower Hold).

775 packages - Under Deck Number 4 Hatch (Tween Deck and Lower Hold).

1087 packages

The vessel arrived Tampa, Florida at 0012 hours December 22, 1966, and sailed this port at 2400 hours December 23, 1966 for Cristobal, Canal Zone. At Tampa, 6996 Long Tons of Triple Superphosphate in bulk was loaded to the Number 1, Number 3 and Number 5 Hatches.

The vessel arrived Cristobal, Canal Zone, at 0748 hours December 29, 1966. The vessel was delayed at Cristobal awaiting repair of the main engine, and ultimately transited the Canal and departed Balboa, Canal Zone, for Moji, Japan (for Bunkers) at 0500 hours on January 14, 1967.

The vessel arrived at Moji, Japan at 0424 hours on February 22, 1967, being secured at anchor at 1635 hours this date. The vessel's arrival draft was logged as follows:

Forward - 27'-06"
Aft - 27'-09"
Mean - 27'-07½"

On investigation, the Master and Chief Officer found that Number 3 Lower Hold (containing Triple Superphosphate) and the Number 2 Lower Hold (containing machinery and electrical equipment) had been flooded with sea water.

The Surveyor of Holme Ringer & Co., Ltd., Lloyd's Agents, Moji, Japan, who attended the vessel at the request of the Master, estimated that the water level in the Number 2 Lower Hold at the time of his attendance was approximately 13 feet. He further reports that the bulk Triple Superphosphate in the Number 3 Lower Hold resembled a "swamp" in an area extending from the engine room bulkhead forward for a distance of 13 feet and extending wing to wing.

It was reported that the port storm valve (Clapper Valve) in the Port Sanitary Line running from the midship housing through the shell of the vessel in the port after corner of the Number 3 Lower Hold was leaking. At Moji, a cement box was installed around this valve, and also around the starboard storm valve in the Number 3 Lower Hold. Installation of the cement box around the starboard valve was apparently a precautionary measure. The Number 2 Hatch was pumped as free of water as practical, using portable pumps obtained from shore facilities, and permission was granted by the surveyor representing the American Bureau of Shipping to proceed to Mokpo, Korea, the port of discharge of the phosphate cargo.

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At Mokpo, Korea, the phosphate cargo was discharged. We were advised that appreciable extra expense and delay was incurred and encountered in connection with the discharge of the phosphate in the Number 3 Lower Hold. After discharge of the phosphate cargo at Mokpo, it was possible to pump out the major portion of the remaining water in the Number 2 Lower Hold and the drainage from Number 2 Lower Hold into the Number 3 Lower Hold, which occurred during the ocean transit Mokpo, Korea to Iligan City, Philippine Islands.

The vessel arrived at anchorage, Iligan City, Philippine Islands, at 1818 hours on March 26th, being secured to the pier at the plant site of Iligan Integrated Steel Mills, Inc. (IISMI) at 2124 hours this date.

During our attendance at Iligan City, the following were in attendance at the initial meeting held prior to commencement of discharge of the Number 2 Hatch on March 27th, and/or attended subsequently on behalf of the various interests as designated hereunder:

ATTENDED ON BEHALF OF THE VESSEL OWNERS INTEREST:

Capt. B. A. Watts	Watts & Company San Francisco California	Cargo Surveyor representing the vessel owners.
Mr. Aquilino M. Leta	R. S. Del Pan Co. Inc. Manila, P.I.	Hull Surveyor representing vessel owner and American Bureau of Shipping.
Mr. B. Turiaga	R. S. Del Pan Co. (Cebu) Inc. Cebu, P.I.	Hull Surveyor representing Salvage Association, London.
Mr. Bartolome Yap	R. S. Del Pan Co. (Cebu) Inc. Cebu, P.I.	Cargo Surveyor representing Salvage Association, London.
Mr. David Thomas McCune	Lillick, McHose, Wheat, Adams & Charles San Francisco, California	Attorney representing vessel owners.

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ATTENDING ON BEHALF OF NEW YORK NAVIGATION CO., INC.
NEW YORK, NEW YORK, CHARTERERS OF THE VESSEL:

Mr. A. Ortega	Rosa, Salcedo, Del Rosario Bita & Misa Manila, P.I.	Attorney representing Charterer
Capt. S. Villarus	Consolidated Marine Services, Inc. Manila, P.I.	Cargo Surveyor appointed by Charterer
Mr. Hernandez	R. S. Del Pan Co. Inc. Manila, P.I.	Cargo Surveyor appointed by Charterer's Agents, Warner Barnes & Co., Ltd., Manila, P.I.
Mr. Allan Harley	New York Navigation Co., Inc. New York, New York	Operations Manager
Mr. J. Druska	Warner Barnes & Co., Ltd. Manila, P.I.	Charterer's Agent

ATTENDING ON BEHALF OF CARGO UNDERWRITERS
INSURING THE SHIPMENT IN QUESTION:

Mr. W. C. Davies, Jr.	Courtney, Sullivan, Davies & Associates, Inc. New York, New York	Cargo Surveyor representing cargo under-writers.
Mr. Herman Berke	Herman Berke New York, New York	Hull Surveyor representing cargo under-writers.
Mr. James Donovan	Kelly, Donovan, Robinson & Maloof New York, New York	Attorney representing cargo under-writers.
Mr. Edilberto E. Medrano	Manila Adjustment Co. Manila, P.I.	Cargo Surveyor appointed by cargo under-writers' representatives at Manila, P.I.

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ATTENDING ON BEHALF OF KOPPERS COMPANY, INC. and/or KOPPERS INTERNATIONAL C.A.:

Mr. R. T. Bakin	Koppers International C.A. Manila, P.I.	Vice President
Mr. J. A. Best	Koppers Company, Inc. Pittsburgh, Pa.	Project Transportation Manager
Mr. J. R. Nunez	Koppers International C.A. Manila, P.I.	Resident Manager
Mr. J. M. Jones	Koppers International C.A. Manila, P.I.	Electrical Division
Mr. V. C. Calvert	Koppers International C.A. Manila, P.I.	Crane Division
Mr. P. J. Treacher	Koppers International C.A. Manila, P.I.	Supervisor-Materials
Mr. A. Heaven	Koppers International C.A. Manila, P.I.	Electrical Division

ATTENDING ON BEHALF OF ILIGAN INTEGRATED STEEL MILLS, INC. (IISMI):

Colonel C. P. DeLeon	- Vice President Operations
Mr. L. S. Ocampo, Sr.	- Vice President Engineering
Mr. J. F. Delhoserio	- Resident Manager
Mr. U. Cabahug	- Mechanical Division
Mr. L. Gedrlanga	- Mechanical Division
Mr. P. C. Benitez	- Electrical Division
Mr. A. Gonzales	- Insurance Division

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ATTENDING ON BEHALF OF THE MAJOR SUPPLIERS OF THE EQUIPMENT THROUGH ARRANGEMENTS EFFECTED BY HOPPERS INTERNATIONAL, C.A. and IISMI AT THE REQUEST OF MESSRS. WATTS AND DAVIES FOR THE PURPOSE OF SUPPLYING NEEDFUL TECHNICAL KNOWLEDGE AND ADVICES WITH A VIEW TO ASSISTING IN DECISIONS AS TO DISPOSITION OF QUESTIONABLE AND DAMAGED EQUIPMENT:

Mr. W. A. Butler - General Electric Co.
IGE Export Division
Manila, P.I.

Mr. R. Amss - Westinghouse Electric
International Co.
Manila, P.I.

Mr. L. Dalton - Blaw-Knox Co.
Aetna Standard Division
Pittsburgh, Pennsylvania

Mr. E. Statchel - Blaw-Knox Co.
Machinery Division
Pittsburgh, Pennsylvania

The afternoon of March 27th, a meeting was held at the plant site of IISMI. This meeting was attended by the majority of the parties aforementioned, together with representatives of the Philippine Customs Service. In brief, the purpose of this meeting was to explain the position of IISMI in respects to payment of Philippine Custom Duties and other applicable Philippine Government Taxes involving the cargo in question, and to outline procedure and to determine channels of authority and/or responsibility as regards the various parties at interests.

The Philippine Customs officials had previously explored the question of custom duties. They explained that all cargo manifested and entered would be subject to Philippine Custom Duties. They further explained that to avoid the payment of Philippine Custom Duties and/or obtain refund of any duties paid, a Certificate of Damage itemizing each item damaged must be prepared by IISMI and certified to by Iligan City Custom Officials, IISMI, and other responsible parties, and thence forwarded to The Collector of Custom, Manila, Philippine Islands, for action. The Philippine Custom Officials advised that under the circumstances they would accept the joint certification of Mr. W. Davies, Jr. and ourselves as to the extent of damage, subject, of course, to their personal inspection and verification. We were further advised that permission to re-export any portion of the shipment would also require approval of the Collector of Custom at Manila.

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As there was no practical means of determining what portion of the shipment was damaged and to what extent, it was obviously necessary to discharge the vessel in its entirety. This disposed of a tentative question put forward by some of the parties at interest as to whether it would not be prudent, in view of the complete lack of any repair facilities at Iligan City, to leave the cargo in the Number 2 Lower Hold in stow and return same to the United States for handling and reconditioning.

It was further agreed that in view of the large number of people involved, agreement as to procedure, disposition and extent of damage would be coordinated through the following:

Mr. W. C. Davies, Jr. - Behalf of the cargo underwriters

Mr. J. A. Best - Behalf of the interests of IISMI and Koppers Company

Capt. S. A. Watts - Behalf of the vessel owners

NOTE: The Charterer took the position that disposition of the cargo was the responsibility of the above interests. The Charterer, however, was most cooperative, and to the best of our knowledge raised no objection to the handling of the entire matter as outlined further in this report of survey.

Mr. J. A. Best had retained the services of Mr. Romualdo T. Ong and Mr. Reyes Quintoyas of Manila, Philippine Islands, Professional Photographers, to attend the vessel and to take photographs as directed during the course of discharge of the vessel. It was agreed that the photographers would also act under the direction of ourselves, Mr. J. A. Best, and Mr. W. C. Davies, Jr. It was agreed that the expenses involved would be apportioned between the three interests; and while the negatives would be retained by Koppers Company, Inc., Pittsburgh, Pa., prints and/or photographs would be made available to all responsible parties at interest upon request.

Attached hereto and forming part of this report of survey are photographs Number 1 through and including Number 234. These photographs have been thoroughly examined by Mr. J. Best, Mr. W. C. Davies, Jr., and ourselves. The captions used to describe the photographs were mutually agreed upon by the aforementioned three parties.

On April 17, 1967 after development of the photos and our return to Manila, Philippine Islands, the following certifications in respects to the photographs in question were made at the American Consulate, Manila, before Mr. John P. Banning, Jr., Vice Consul:

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"April 17, 1967

I, ROMUALDO T. ONG, certify that between March 26 and April 5, 1967, I and my associate, Ramon Chuntuyco, were in attendance at the Plant Site of Iligan Integrated Steel Mills, Inc., at Iligan City, and did between these dates take the attached photographs, as described in the "List of Photographs" of cargo while in stow aboard the S.S. JOHN WEYERHAEUSER, and also photographs of the damaged cargo both during discharge and while held in open and covered storage at the Plant Site.

The total number of said photographs is 234. These were developed by my company and printed in black and white in size 5 by 7.

(Signed) ROMUALDO T. ONG"

"April 17, 1967

I, JAY A. BEST, do certify that I did observe, and in many instances did instruct Messrs. Romualdo T. Ong and Ramon Chuntuyco, in taking photographs described in the "List of Photographs" appended with such photographs, identified as No. 1/234, which have been certified by Mr. Ong.

(Signed) JAY A. BEST"

"April 17, 1967

I, BERNARD A. WATTS, do certify that I did observe, and in many instances did instruct Messrs. Romualdo T. Ong and Ramon Chuntuyco, in taking photographs described in the "List of Photographs" appended with such photographs, identified as No. 1/234, which have been certified by Mr. Ong.

(Signed) BERNARD A. WATTS"

"April 17, 1967

I, WILLIAM G. DAVIES, JR., do certify that I did observe and in many instances did instruct Messrs. Romualdo T. Ong and Ramon Chuntuyco, in taking photographs described in the "List of Photographs" appended with such photographs, identified as No. 1/234, which have been certified by Mr. Ong.

(Signed) WILLIAM G. DAVIES, JR."

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The afternoon of March 27, 1967, Mr. Davies, Jr., Mr. Best, and the undersigned, examined the Number 2 Tween Deck and the Number 2 Lower Hold prior to these compartments being disturbed. (Discharge of the deck cargo at the Number 2 Hatch and the Number 4 Hatch was begun at 0815 hours on March 27th.).

The vessel in question was a Liberty Type Hull (U. S. Maritime Commission Designation EC-2). The vessel, however, had undergone extensive conversion with a view to adapting the vessel to the United States Intercoastal Lumber Trade. The original water-tight bulkhead between the Number 2 and the Number 3 Lower Hold had been cut away in two areas on either side of the original center line bulkhead (see Photograph #195). Accordingly, the Number 2 and Number 3 Lower Holds were common; and as the original bilge wells in the Number 2 Lower Hold had been blocked off or eliminated during the conversion, the Number 2 Lower Hold was now serviced by the original bilge wells in the after end of the Number 3 Lower Hold.

At Tampa, Florida, a heavy wooden bulkhead had been installed in way of the openings in the bulkhead between the Number 2 and the Number 3 Lower Hold (see Photograph #88 for construction details). This bulkhead was not water-tight nor was it originally intended to be, servicing merely as a means of preventing the phosphate cargo stowed in the Number 3 Lower Hold from shifting into the Number 2 Lower Hold.

The cargo stowed in the Number 2 Tween Deck was found to be in good order and condition, with no shifting of stow. The cab and the engine of the Manitowoc Crane, as well as the cab and the engine of the Baldwin Lima Hamilton Crane, obviously had been entered and pilfered. Photographs #19 through and including #41, with minor exception, depict the condition of the cargo in the Number 2 Tween Deck.

On entering the Number 2 Lower Hold, the large plywood shipping cases containing switch gear or motor control panels stowed forward across, had shifted and splayed outward towards the port and starboard wings. (See Photographs #45, #46, #47 and #39). The balance of the packages in top stow throughout the remainder of the Number 2 Lower Hold were undisturbed.

With the exception of crane boom sections in top stow, two (2) transformers in bottom stow in the forward part of the square, and reels of wire, all items were skidded and encased in plywood and/or solid wood boards. As far as could be observed, all cases, with the exceptions as noted above, had been lined with heavy water-proofed paper, apparently to provide protection during possible outside storage.

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The water level in the forward section of the Number 2 Lower Hold, based on the water markings on the bottom of the cases, approximated 13 feet. Water marks on the wood bulkhead and the after ends of the port and starboard shell plating were at the 20 foot level. It is difficult to state whether these water markings in the after area of the hold were actual water levels or had been caused by splashing of the water in the hold due to the movement of the vessel in the seaway, or by the flow of water through the after wood bulkhead. (The distance in the Number 2 Lower Hold from the tank top to the underside of the second deck is 24'11¼" forward and 28'4-3/4" aft.) Water had splashed upward between the cases in the top tier so that all cargo in the Number 2 Lower Hold had sustained some measure of water contact. Photograph #59 showing a crane boom section stowed on top of the uppermost tier of cases in the forward area of the square, illustrates the degree of water movement and splashing action in the Number 2 Lower Hold.

Discharge of the Number 2 Hold was begun at 1800 hours on March 27, 1967, and was completed at 1500 hours on April 4, 1967. For sake of brevity we have omitted the numerous problems, delays, etc., which occurred during the course of discharge of the Number 2 Lower Hold due to the appalling working conditions existing and the unbelievable bad order condition of the cargo.

As discharge of the Number 2 Lower Hold progressed, it became evident that water had entered the Number 2 Lower Hold from the Number 3 Lower Hold through the after wood bulkhead, primarily in way of the port side. The water, while flowing through the Number 3 Lower Hold, had caused the phosphate to dissolve, and this solution of both sea water and phosphate had flowed throughout the Number 2 Lower Hold. Photograph #197 depicts the flow of water and phosphate from the Number 3 Lower Hold into the Number 2 Lower Hold. The water had weakened the plywood sides of shipping containers in the lower tiers of cargo, causing the plywood to pull away from the framing. The shoring between cases had been apparently washed away or had been loosened by the action and weight of the water and soluble phosphate, resulting in complete collapse of the shipping containers in bottom tiers.

The water had acted as a vehicle for the phosphate. Wherever the water penetrated, phosphate had been carried by the water. The phosphate had settled out of solution, and cases, motors, panels, etc., were found to be permeated with masses of phosphate, a large portion of which, by the time discharge had been completed, were found to have reverted to their initial rock-like or solidified state. Numerous photographs illustrates this condition.

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The phosphate had built-up and solidified between cases and on the exposed contents of adrift cases, trapping pockets of water, necessitating pumping of these areas during discharge. The bottom two tiers of cases in the after across area of the lower hold had been effectively cemented into place by the accumulated solidified phosphate. During the latter stages of discharge, air hammers were used to chip away the solidified phosphates between the cases or exposed units. (See Photographs #206; #208; #211; #212; #215 and #216).

During the course of examination of the individual units after discharge, corrosion of the metal and the damage caused by electrolysis was beyond belief. Photograph #149 graphically illustrates the extent of the corrosion and/or electrolysis. In retrospect, however, appreciable electrolysis was inevitable. The Number 2 Lower Hold was actually a huge storage battery. At least all of the major components of a storage battery were present; that is, phosphoric acid in solution and many dissimilar metals in the equipment itself. The fact that the electrical system of the vessel was Alternating Current rather than Direct Current may have tended to accelerate the electrolysis.

Arrangements were effected to separately store and hold all cargo discharged from the Number 2 Lower Hold in an open storage area. On inspection, items subjected to further moisture damage were stored in a covered warehouse.

During the course of discharge and subsequent thereto, efforts were made to remove the accumulated phosphate by means of washing with fresh water. The general area was canvassed with a view to obtaining high pressure pumps for this purpose, however, none were available. A Fire Engine Pump Truck was used, but the phosphate had solidified to the extent that washing served no useful purpose.

On discharge a total of 187 packages were found to have been stowed in the Number 2 Lower Hold. After detailed inspection by all parties at interest, including the various manufacturer's representatives, the following disposition in respects to the 187 packages was agreed upon by all concerned:

14 packages	-	Accepted as sound by IISMI.
52 packages	-	Deemed to have sufficient salvage or scrap value to warrant return to the United States for further inspection by the various manufacturers, with a view to determining feasibility of reconditioning and/or repair.
30 packages	-	To be reconditioned at job site by IISMI.
51 packages	-	Agreed by all concerned to have no remaining commercial value. Abandoned to Philippine Customs to avoid payment of Philippine Custom Duties and other Philippine Government taxes that might apply.
187 packages		

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It was mutually agreed with all concerned that it was to the best interest to return the 92 packages deemed to have remaining salvage or scrap value to San Francisco, California, where detailed examination could be made by the various suppliers' technical experts, and disposition of the 92 packages could be arrived at on the basis of expert opinion.

San Francisco was selected after determining that same was a central point in respects to repair facilities maintained on the West Coast of United States by General Electric Company and Westinghouse Electric Company, the suppliers of the majority of the equipment involved.

(Prior to arriving at the above decision, the possibilities of reconditioning and/or repairing of the equipment either in the Philippines and/or Japan was thoroughly explored. Due to the complicated nature of the majority of the equipment and its specific design, it was found that repair in the Far East was not feasible.)

It was determined that the next available vessel calling at Iligan City, and scheduled to berth at the Dock of Iligan Integrated Steel Mills, Inc., was the S/S "W. H. PEABODY". This vessel was also operated by the Weyerhaeuser Line and also under charter to New York Navigation Company, Inc..

Through the cooperation of Weyerhaeuser Line; Koppers Company, Inc., and New York Navigation Company, Inc., arrangements were effected to return the 92 pieces in question to San Francisco via this vessel.

In the interim, arrangements were effected with Iligan Integrated Steel Mills, Inc., to scrooper and remark the 92 pieces as necessary.

The S/S "W. H. PEABODY" arrived at Iligan City on April 9, 1967.

On April 12th, we departed for Manila, Philippine Islands, together with the other parties of interest, after first insuring that all Philippine Custom requirements at Iligan City were complied with.

With the very able assistance and cooperation of Iligan Integrated Steel Mills, Inc., all Philippine Government and Custom requirements were complied with by April 14th, and the necessary re-export permit granted.

Loading of the 92 packages to the S/S "W. H. PEABODY" was begun the morning of April 15th, being completed by 1700 hours April 17th, whereupon the S/S "W. H. PEABODY" departed Iligan City for San Francisco via Cebu, Philippine Islands, for bunkering.

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Upon our return to San Francisco, we, at the request of all concerned, endeavored to obtain berthing facilities and terminal facilities where the cargo in question could be discharged with dispatch and safety, stored, opened and examined, and thence shipped via truck and/or rail at a minimum of expense. After canvassing the area, we recommended that the 9th Avenue Pier, Oakland, California, operated by Marine Terminals Corp., be used. This facility filled all of the needful requirements, including shore cranes capable of handling the majority of the 92 packages. (A heavy lift barge was needed to handle 12 lifts at all terminals in the San Francisco Bay Area.) All concerned concurred with our recommendation and the necessary financial agreements were agreed upon between New York Navigation Company and Marine Terminals Corp.

The S/S "W. H. PEABODY" arrived San Francisco on May 15th, and berthed at the 9th Avenue Pier, Oakland, California at 1700 hours this date. Discharge of the cargo in question was begun at 0800 hours May 16th, and completed the afternoon of May 17, 1967.

Mr. Jay A. Best and Mr. W. C. Davies, Jr., attended San Francisco on May 15th. Through May 15th, up to and including May 26th, the needful U.S. Custom formalities were complied with. All units were opened as required; inspection was made by all concerned, including the various technical representatives of the suppliers; tentative disposition of all material agreed upon; and shipping arrangements effected to forward the material to various repair facilities as designated by the various suppliers for further inspection, testing and needful possible repair and/or reconditioning.

We show hereunder our findings and handling at Iligan City of the 187 packages stowed in the Number 2 Lower Hold, as well as the handling and inspection performed at San Francisco and the final disposition of the 187 packages involved. Our findings at Iligan City, handling and final disposition have been consolidated and grouped as to the major suppliers involved.

MATERIAL SUPPLIED BY I G E EXPORT DIVISION
GENERAL ELECTRIC COMPANY

RELEASE and/or
CONTROL NUMBER: P 25

DESCRIPTION: Item 12-Motor Generator Set #2 -Box #255-1
Consisting of:
1 Booster Generator 65 KW
1 GE Generator 13KW
1 75 HP Motor, Induction
1 Scrap Cutter Booster

FINDINGS: Box #255-1-Case and contents completely submerged. Case partially filled with wet mass of phosphate with wet phosphate adhering to unit itself.

DISPOSITION: Box #255-1 -Returned to San Francisco for inspection and final disposition

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Survey No. C-2437-1967

RELEASE and/or CONTROL NUMBER: P 26

DESCRIPTION: Four Motor Generator Sets
Electrolytic Tinning Line
1 Box #270-1 - Item #43 - Motor Generator Set #2 consisting of:
1 - 75 H.P. Motor 5K44AK236
1 - Generator - 21 KW
2 - Generating - 9KW

1 Box #270-2 - 3 Generators - 6½ KW
1 Generator - 3 KW

1 Box #270-3 - Item 42 - Motor Generator Set #1 consisting of:
1 - Generator 21 KW
1 - Generator 17 KW
1 - Generator 9 KW
1 - Generator 33 KW

1 Box #270-4 - 1 Generator 85 KW
1 Generator 65 KW
1 - 5K8110S1A29 Motor 400 HP

FINDINGS: BOX #270-1 - Case and contents completely submerged. Case three-fourths filled with phosphates. Phosphates inside housing and generators heavily corroded.

BOX #270-2 - Case and contents completely submerged. Case three-fourths filled with phosphates. Phosphates inside housing and generators heavily corroded.

BOX #270-3 - Case and contents completely submerged. Case three-fourths filled with phosphates. Phosphates inside housing and generators heavily corroded.

BOX #270-4 - Case and contents completely submerged. Case three-fourths filled with phosphates. Phosphates inside housing and generators heavily corroded.

DISPOSITION: BOX #270-1; BOX #270-2; BOX #270-3 and BOX #270-4 - Returned to San Francisco for inspection and final disposition.

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RELEASE and/or CONTROL NUMBER: P 31

DESCRIPTION: 1 Box #250-1 (Item 18) Motor Generator Set consisting of:
2 - Generator 9 KW
1 - Generator 135 KW
1 - 200 HP Motor, 5K445AX252L

FINDINGS: Box #250-1 - Case demolished. Contents completely submerged and unit permeated with phosphate. Severe corrosion throughout.

DISPOSITION: Box #250-1 returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 33

DESCRIPTION: 1 Box #265-1 (Item 19) Motor Generator Set consisting of:
1 - 250 HP Motor
1 - 85 KW Generator
1 - 40 KW Generator
1 - 33 KW Generator
1 - 13 KW Generator
1 - 6½ KW Generator

FINDINGS: Box #265-1 - Case partially demolished with contents completely submerged. Housing of unit permeated with phosphate.

DISPOSITION: Box #265-1 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 37

DESCRIPTION: Two (Item 22d) Saturable Core Reactor
Box 270-7
Box 270-8

FINDINGS: Box 270-7 - Case filled with mud and debris. Contents submerged. Case boards buckled at mid-height of case with cooling vanes bent in way of buckled boards.

Box 270-8 - Case and contents submerged. Case partially filled with wet mass of phosphate and unit itself coated with wet phosphate.

DISPOSITION: Box 270-7 and Box 270-8 - Returned to San Francisco for inspection and final disposition.

****

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Survey No. C-2437-1967

RELEASE and/or
CONTROL NUMBER: P 102

DESCRIPTION: 1 Box #260-4 (Item 18) 60" Cold Rolled Shearing Line - 1 Motor Generator Set consisting of:
1 Entry Booster Generator
1 Payoff Booster Generator
1 Line Generator
1 Side Trim Booster Generator
1 Constant Potential Exciter
1 Induction Drive Motor
SIEC 7221063

FINDINGS: Box #260-4 - Case and contents completely submerged. Case partially filled with wet, massed accumulated phosphate with unit itself coated with wet phosphate.

DISPOSITION: Box #260-4 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or
CONTROL NUMBER: P 110

DESCRIPTION: 1 Box #250-2 (Item 5B) 60" Hot Rolled Shearing Line - Main Drive
1 -7½ HP Motor 5CD404S8 with Base

FINDINGS: Box #250-2 - Completely submerged with box filled with hardened phosphate and unit permeated with phosphate.

DISPOSITION: Box #250-2 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or
CONTROL NUMBER: P 117

DESCRIPTION: 1 Box #230-26 - Single Stand Temper Mill
(Item 102A) Coil Uncoiler
2 - DC Shunt Wound 100 HP Motors
5CD25D2SBC07211

1 Box #230-27 (Item 102A) Tension Bridle
Entrance and Delivery
2 DC Shunt Wound 200 HP Motors

1 Box #230-28 (Item 102A) 2 Two Hundred HP
Motors, DC Shunt Wound

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Survey No. C-2437-1967

FINDINGS: Box 230-26 - Thirty-two (32) inch high water mark. Accumulation phosphate in bottom of case. Phosphate in motor. Water up to lower half of motor housing.

Box 230-27 - Case missing. Motors on skids but completely encased and/or embedded in hardened phosphate. Unit in bottom stow aft and completely submerged.

Box 230-28 - Case and contents completely submerged. Hardened phosphate adhering to outer surfaces of case and filling void space within. Unit in bottom stow aft and East lead discharged.

DISPOSITION: Box 230-26; Box 230-27 and Box 230-28 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 121

DESCRIPTION: 1 Box #230-28 - Item 501 - Control
Item 501C-12F - 1 Motor Lined Panel
Item 501C12C - 1 Motor Lined Panel
Item 501C12B - 1 Motor Lined Panel

1 Box #230-29 - Item 501C-12A - 1 Motor Lined Panel
Item 501C-12G - 1 Motor Lined Panel
Item 501C-12D - 1 Motor Lined Panel
Item 501C-12E - 1 Motor Lined Panel

FINDINGS: Box #230-28 - Case and contents submerged to depth of 32 inches. Accumulated wet phosphate in bases of cases and units.

Box #230-29 - Case and contents submerged to depth of 24 inches.

DISPOSITION: Box #230-28 and Box #230-29 - Returned to San Francisco for inspection and final disposition.

****

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RELEASE and/or
CONTROL NUMBER: P 129

DESCRIPTION: 1 Box #230-32 Single Strand Temper Mill
(Item 402B) One 50 H.P. Induction Motor

FINDINGS: Box weathered; light splashing of phosphate on box. Motor wrapped in heat sealed plastic; contents in good order and condition.

DISPOSITION: Accepted as sound.

****

RELEASE and/or
CONTROL NUMBER: P 134

DESCRIPTION: Box #220-49) Multi Duty Model B
Box #220-50 (Serial 166039 D.D.
(2-5' Sections)

Box #220-52 - Ratchet - Serial 166039 D.D.
(1-4' Section)

Box #220-53 - Multi Duty Model B
Serial 166040 D.D.
(2-5' Section)

FINDINGS: Box #220-[illegible] - Case and contents completely submerged. Case partially rotted. Case and contents permeated with phosphates. Contents severely corroded.

Box #220-49; Box #220-52 and Box #220-53 - Discharged completely adrift. Submerged and units partially demolished. Permeated with phosphate.

DISPOSITION: Box #220-49; Box #220-50; Box #220-52 and Box #220-53 - Abandoned to Philippine Customs to avoid payment of Custom Duties.

****

RELEASE and/or
CONTROL NUMBER: P 135

DESCRIPTION: Box #230-35 - 1-5' Section Int. Drive
1-5 Section Ratchet
(Air Filters)

Box #230-36 - 1-4' Section Ratchet
1-4' Section Plain
(Air Filters)

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Survey NO. C-2437-1967

FINDINGS: Box #230-35 - Case and contents completely submerged. Case and contents permeated with phosphate. Contents severely corroded.

Box #230-36 - Case demolished. Contents more or less adrift, crushed and torn. Submerged and permeated with phosphate.

DISPOSITION: Box #230-35 and Box #230-36 - Abandoned to Philippine Customs to avoid payment of Custom Duties.

****

RELEASE and/or CONTROL NUMBER: P 139

DESCRIPTION: Box #220-33 (Item 104A) Main Drive Motor Stand #4
One HOP 1750 HP Motor with accessories

FINDINGS: Box #220-33 - Case completely submerged. Side walls adrift due to disintegration of wood due to submersion and/or fores and movement of water within hold area. Entire motor permeated with wet phosphate with very heavy build-up of phosphate within base of unit. Heavy corrosion throughout.

DISPOSITION: Box #220-33 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 143

DESCRIPTION: Item 106A - Components for 6 Unit 7 Bearing Motor Generator Set
Box #220-202 - Rotor 2675385
Box #220-203 - Stator 7392486
Box #220-204 - Rotor 2675386
Box #220-206 - Rotor 2675387
Box #220-207 - Stator 8355158
Box #220-208 - Rotor 845858
Box #220-210 - Erie Generator 400 KW
Box #220-211 - Erie Exciter 50 KW
Box #220-212 - Base Section
Box #220-213 - Base Section
Box #220-214 - Base Section
Box #220-217 - Miscellaneous Assembly Parts
Box #220-218 - Sheet Metal

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Survey No. C-2437-1967

FINDINGS:

Box #220-202 - Roter 2675385
Box #220-203 - Stator 7392486
Box #220-204 - Roter 2675386
Box #220-206 - Roter 2675387
Box #220-207 - Stator 8355158
Box #220-208 - Roter 845858
Box #220-211 - Erie Exciter 50 KW
Box #220-217 - Miscellaneous Assembly Parts
Box #220-218 - Sheet Metal

All of the above boxes were submerged and outturned in a partially adrift condition. Cases were filled with hardened phosphate and phosphate had permeated throughout units and electrical components and windings. Heavy corrosion throughout.

Box #220-210 - Erie Generator 400 KW - This box was noted to be splashed-stained. Examination of the contents within this box revealed same to be in good order and condition.

Box #220-212 - Base Section
Box #220-213 - Base Section
Box #220-214 - Base Section

The above three boxes were submerged with paint peeling and rusted.

DISPOSITION:

The following were returned to San Francisco for inspection and final disposition:

Box #220-202 - Roter 2675385
Box #220-203 - Stator 7392486
Box #220-204 - Roter 2675386
Box #220-206 - Roter 2675387
Box #220-207 - Stator 8355158
Box #220-208 - Roter 845858
Box #220-211 - Erie Exciter 50 KW

The following were accepted as sound after cleaning, sandblasting and repainting at the site:

Box #220-210 - Erie Generator 400 KW
Box #220-212 - Base Section
Box #220-213 - Base Section
Box #220-214 - Base Section

The following two boxes were abandoned to Philippine Customs to avoid payment of Custom Duties:

Box #220-217 - Miscellaneous Assembly Parts
Box #220-218 - Sheet Metal

****

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Survey No. C-2437-1967

RELEASE and/or
CONTROL NUMBER: P 144

DESCRIPTION: 2 Boxes #230-44
#230-45 - Single Stand Temper Mill
Item 10Clb
2 IC 9528 Magnetic Brakes

FINDINGS: Box #230-44 - Case splashed-stained (light contact only). Contents in good order and condition.

Box #230-45 - Case splashed-stained (light contact only). Contents in good order and condition.

DISPOSITION: Box #230-44 and Box #230-45 both accepted as sound.

****

RELEASE and/or
CONTROL NUMBER: P 147

DESCRIPTION: 66" 4 Stand Tandem Cold Mill (Item 203)
Screwdown Motor Generator Set.

Box #220-35 contained two 50 KW Generators and one 2 KW Generator

Box #220-36 contained two 50 KW Generators and one 250 HP Motor

FINDINGS: Box #220-35 and #220-36 were found to be completely submerged. Both boxes were more or less adrift and filled with hardened phosphate with units permeated with phosphate.

DISPOSITION: Box #220-35 and Box #220-36 returned to San Francisco for inspection and final disposition.

****

RELEASE and/or
CONTROL NUMBER: P 148

DESCRIPTION: 1 Box #260-7 containing 1 Control Panel and 1 Resistor Assembly for 60" Cold Rolled Shearing Line (Item 19-C1B)

FINDINGS: Box #260-7 - Box found to be clean and free of stains. Examination of the contents revealed same to be in good order and condition.

DISPOSITION: Box #260-7 was accepted as sound.

****

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RELEASE and/or CONTROL NUMBER: P 149

DESCRIPTION: 1 Box #260-8 (Item 19-C31) 60" Cold Rolled Shearing Line - 1 Control Panel

FINDINGS: Box #260-8 - Box and contents submerged to depth of 24 inches. Wet phosphate in bottom of box and unit.

DISPOSITION: Box #260-8 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 151

DESCRIPTION: 1 Box #230-50 (Item 501-C31) Single Stand Temper Mill - 1 Control Panel

FINDINGS: Box #230-50 - Box and contents standing in 24" of water. Phosphate accumulated in base of box and unit.

DISPOSITION: Box #230-50 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 152

DESCRIPTION: 1 Box #230-48 (Item 501-104-C21) Single Stand Temper Mill - 1 Control Panel

FINDINGS: Box #230-48 - Unit contained there in, one control panel, completely submerged and discharged adrift from shipping container. Unit wrecked, distorted and partially covered with accumulated masses of hardened phosphate.

DISPOSITION: Box #230-48 - Abandoned to Philippine Customs to avoid payment of Custom Duties.

****

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Survey No. C-2437-1967

RELEASE and/or CONTROL NUMBER: P 153

DESCRIPTION: 1 Box #230-46 (Item 501-C11B) Single Stand Temper Mill - 1 Control Panel

FINDINGS: Box #230-46 - Box and contents standing in 31" water. Phosphate accumulated in base of box and unit.

DISPOSITION: Box #230-46 - Returned to San Francisco for inspection and final dispesition.

****

RELEASE and/or CONTROL NUMBER: P 154

DESCRIPTION: 1 Box #230-47 - (Item 501-C11A) Single Stand Temper Mill - 1 Control Panel

FINDINGS: Unit discharged completely adrift from shipping container. Unit crushed, disterted and partially adrift. Unit had been submerged and hardened blocks of phosphate had accumulated within framing and compartments.

DISPOSITION: Box #230-47 - Abandoned to Philippine Customs to avoid payment of Custom Duties.

****

RELEASE and/or CONTROL NUMBER: P 155

DESCRIPTION: 1 Box #265-8 (Item 20-C31) 38" Alkali Cleaning Line consisting of Motor Control Center, No. 1IC7700, with 3 bus splices tied in panel.
(Item 20C31)- 1 Phone Jack, No. 144A4932P1 and 1 Escutcheon, No. M50164P1.

FINDINGS: Box #265-8 discharged completely adrift. Unit found to be crushed and partially adrift. Unit completely submerged and components heavily corroded. Phosphate found to be adhering to all surfaces of unit to varying degree.

DISPOSITION: Box #265-8 Abandoned to Philippine customs to avoid payment of Custom Duties.

****

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Survey No. C-2437-1967

RELEASE and/or
CONTROL NUMBER: P 156

DESCRIPTION: 1 Box #265-7 (Item 20-C31) 38" Alkali Cleaning Line consisting of one (1) Motor Control Center No. 1C7700

FINDINGS: Box #265-7 discharged from vessel completely adrift from shipping container. Submerged with phosphate adhering to all surfaces and remaining component parts. Unit found to be crushed, torn and wracked.

DISPOSITION: Box #265-7 - Abandoned to Philippine Customs to avoid payment of Custom Duties.

****

RELEASE and/or
CONTROL NUMBER: P 157

DESCRIPTION: 1 Box #220-38(Item 701-C31) 60" 4 Stand Tandem Cold Mill - 1 Control Panel

FINDINGS: Box #220-38 - Case and contents standing in water to depth of 34 inches. Phosphate accumulated in case and base of unit.

DISPOSITION: Box #220-38 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or
CONTROL NUMBER: P 159

DESCRIPTION: 1 Box #220-37 (Items701-C12A; C12B and C12C) 56" 4 Stand Tandem Cold Mill - 3 Control Panels

FINDINGS: Box #220-37 - Case and contents standing in 56" of water. Phosphate accumulated in base of case and units. Pieces of wood from adrift cases in bottom stow wedged beneath relays and circuit breakers, apparently due to movement of mixture of water and phosphate in hold area.

DISPOSITION: Box #220-37 - Returned to San Francisco for inspection and final disposition.

****

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RELEASE and/or CONTROL NUMBER: P 160

DESCRIPTION: Four Boxes #220-41) 66" Stand Tandem Cold
#220-43 (Mill (Item 701-C51) -
#220-44) Four (4) Control Panels
#220-45 (

FINDINGS: Box #220-41) All boxes and contents contained
Box #220-43 (therein standing in 19" to 72"
Box #220-44) water with phosphate accumulated
Box #220-45 (in base of boxes and units.

DISPOSITION: All four boxes returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 165

DESCRIPTION: 1 Box #270-14 - Electrolytic Tinning Line consisting of following:
Item 44-C3P- Control 1 Ohmite Rheostat
Item 11C (BR-L2A, GD-60413) 1 Limit Switch with Lever
Item 13C (BR-M2A, GD-60415) 1 Limit Switch with Lever
Item 44 (3S) Control 5 Phone Jacks
Item 44 -(52P) Control 1 Rheostat

FINDINGS: Box #270-14 - Completely adrift. Contents crushed and identified by item and serial numbers made upon examination of individual items in scrap metal pile.

DISPOSITION: Box #270-14 - Abandoned to Philippine Customs to avoid payment of Custom Duties.

****

RELEASE and/or CONTROL NUMBER: P 168

DESCRIPTION: 1 Box #220-19 - 66" 4 Stand Tandem Cold Mill (Item 101) Main Drive Motor Stand #1 containing One (1) 1000 Horse Power Motor with coupling and accessories.

FINDINGS: Box #220-19 - Sides and top of box adrift. Unit completely submerged. Stator housing half full of phosphate and remainder of unit permeated with phosphate. Heavy corrosion throughout.

DISPOSITION: Box #220-19 - Returned to San Francisco for inspection and final disposition.

****

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RELEASE and/or
CONTROL NUMBER: P 173

DESCRIPTION: 1 Box #220-220 - 66" 4 Stand Tandem Cold Mill (Item 108A) Main Drive Motor Stand #2 - One 1500 Horse Power Motor with accessories

FINDINGS: Box #220-220 - Unit completely submerged. Sides and top of shipping case adrift due to rotting of wood result of submersion and/or force and movement of water within hold. Entire unit permeated with phosphate and heavy build-up of hardened phosphate within base of unit and around roter and stator. Heavy corrosion throughout.

After discharge from vessel and while being transported on flat bed truck, unit slipped and fell from truck, landing on one end, crushing end casting and housing over protruding shaft.

DISPOSITION: Returned to San Francisco for inspection and final disposition.

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RELEASE and/or
CONTROL NUMBER: P 174

DESCRIPTION: 1 Box #220-222 - 66" 4 Stand Tandem Cold Mill (Item 108A) Reel Motor One (1) 500 Horse Power Motor with accessories.

FINDINGS: Box #220-222 - Case standing in water. Phosphate in bottom of case. Lower segment of stator and commutator wet and heavily coated with phosphate. All wetted surfaces corroded to varying degree.

DISPOSITION: Box #220-222 - Returned to San Francisco for inspection and final disposition.

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Survey No. C-2437-1967

RELEASE and/or
CONTROL NUMBER: P 179

DESCRIPTION: 8 Boxes 66" 4 Stand Tandem Cold Mill as follows:
4 Boxes #220-89; #220-90; #220-91; #220-92
(Item 3[illegible]A) Stand Screwdown Drive
Equipment Stands #1 and 4.
Four (4) 50 Horse Power Motors
4 Boxes #220-93; #220-94; #220-95; #220-96
(Item 301A) Stand Screwdown
Stands 2 and 3
Four (4) 50 Horse Power Motors

FINDINGS: The following boxes and contents were submerged. All free space within shipping containers were filled with wet mass of phosphate with motors permeated with phosphate:

Box #220-90; Box #220-91; Box #220-92 and
Box #220-95

The following boxes were found to have motors adrift from the cases, but skidded. These boxes were completely submerged and permeated with phosphate:

Box #220-93; Box #220-89; Box #220-94 and
Box #220-96

DISPOSITION: Box #220-89; Box #220-90; Box #220-91; Box #220-92; Box #220-93; Box #220-94; Box #220-95 and Box #220-96 all returned to San Francisco for inspection and final disposition.

****

RELEASE and/or
CONTROL NUMBER: P 180

DESCRIPTION: 1 Skid Case #220-97 containing:
Item 701-C11A - 1 Control Panel
Item 701-C61A1 - 1 Wall MTD Operators Station
Item 701-C61A2 - 1 Wall MTD Operators Station
Item 701-C61A3 - 1 Wall MTD Operators Station

1 Skid Case #220-98 containing One Control Panel - Item 701-C11B

2 Boxes

FINDINGS: Box #220-97 - Unit discharged completely adrift from shipping container. Unit itself adrift, distorted and crushed. Accumulated hardened blocks of phosphate throughout unit. Heavy corrosion throughout.

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Survey No. C-2437-1967

Box #220-98 - case and contents submerged to depth of 36 inches. Accumulated wet phosphate in base of case and unit with phosphate adhering to unit in way of water contact.

DISPOSITION: Box #220-97 - Abandoned to Philippine Customs to avoid payment of Custom Duties.

Box #220-98 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 184

DESCRIPTION: 1 Skid Case #245-6 (Item 34-C1A) containing One Control Panel and Item 34-C3B containing Two Magnetic Pickup Units

1 Skid Case #245-7 (Item 34-C1B) containing One Control Panel

FINDINGS: Box #245-6 - Case and contents standing in 49 inches of water.

Box #245-7 - Case and contents standing in 39 inches of water.

The above two cases and items contained accumulated phosphate in bases of the cases and units.

DISPOSITION: Box #245-6 and Box #245-7 returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 196

DESCRIPTION: 1 Box #220-111 (Item 701-C42) containing One Panel and Four Resistors

1 Box #220-112 (Item 701-C41) containing One Panel

FINDINGS: Box #220-111 - Box and contents standing in 31 inches of water. Phosphate accumulated in base of box and unit.

Box #220-112 - Box and contents standing in 48 inches of water. Boards of box rotted and deteriorated. Phosphate accumulated in base of box and unit.

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Survey No. C-2437-1967

DISPOSITION: Box #220-111 and Box #220-112 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 199

DESCRIPTION: 1 Box #270-17) Electrolytic Tinning Line
1 Box #270-18 ((Item 44-041) Control One Motor Control Center

FINDINGS: Box #270-17 - Case and contents standing in 73 inches of water. Phosphate in base of unit and adhering to surface of area of unit affected by water.

Box #270-18 - Case and contents standing in 30 inches of water. Phosphate in base of unit and splashed approximately one foot above high water mark.

DISPOSITION: Box #270-17 and box #270-18 returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 201

DESCRIPTION: 1 Box #220-102)
1 Box #220-103 (Containing Fans

FINDINGS: Upon opening Box #220-102 and Box #220-103, the fans contained therein were found to be splashed with water and phosphate.

DISPOSITION: Box #220-102 and Box #220-103 both reconditioned at Iligan, the fans being cleaned, sandblasted and repainted.

****

RELEASE and/or CONTROL NUMBER: P 211

DESCRIPTION: 1 Box #230-76 - Single Stand Temper Mill (Item 104A) One 860 H.P. Tension Reel Motor with the following mounted:
2 space heaters - 104B
1 Magnetic Brake and Wheel - 104C
1 Tachometer Generator - 104D

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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MARINE SURVEYORS
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SAN FRANCISCO, CALIFORNIA 94111

Survey No. C-2437-1967

FINDINGS: Box #230-76 - Unit completely submerged. Sides and top of packing case adrift due to rotting of wood as result of submersion and/or due to force and movement of water within hold area. Unit permeated with phosphate with heavy build-up of hardened phosphate within unit. Heavy general corrosion throughout unit.

DISPOSITION: Box #230-76 Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P 213

DESCRIPTION: 1 Box #270-19 (Item 15C) Cleaning Rectifier (BK Item R3) One Rectifier, 400 Amps, 24 Volts

1 Box #270-20 (Item 17D) Pickling Rectifier (BK Item T4) One Rectifier, 4000 Amps, 24 Volts

2 Boxes #270-21/22 (Item 19D) Plating Rectifier (BK Item V4) Two Rectifiers, 4000 Amps, 24 Volts

1 Box #270-23 (Item 24D) Cathodic Chemical Treatment (BK Item AP4) One Rectifier, 400 Amps, 24 Volts

FINDINGS: Box #270-19 - Case and contents partially submerged. Phosphate accumulation in case and unit. High water mark case and contents 24 inches.

Box #270-20 - Case and contents standing in six feet to seven feet water. Phosphate accumulated in base of case and unit.

Box #270-21 - Case and contents partially submerged to depth 36 inches. Phosphate accumulation in case and unit.

Box #270-22 - Case and contents standing in 48 inches of water. Phosphate accumulated in base of case and unit.

Box #270-23 - Case and contents standing in 40 inches of water. Phosphate accumulated in base of case and unit.

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Survey No. C-2437-1967

DISPOSITION: All five boxes, #270-19; #270-20; #270-21; #270-22 and #270-23 returned to San Francisco for inspection and final disposition.

****

[illegible] and/or CONTROL NUMBER: P 214

DESCRIPTION: 1 Box #265-10 (Item 7A) One Rectifier Complete 4000 Amps

FINDINGS: Box #265-10 - Case and contents submerged to depth of 32 inches. Accumulated phosphate in base of case and unit with phosphate adhering to unit in way of water affected area.

DISPOSITION: Box #265-10 Returned to San Francisco for inspection and final disposition.

****

[illegible] and/or CONTROL NUMBER: P 217

DESCRIPTION: 1 Box #245-17 (Item 24C31) One IC7700 Motor Control Center MD1

1 Box #245-18 One IC7700 Motor Control Center MD 2

1 Box #245-19 One IC7700 Motor Control Center MD 3

FINDINGS: Box #245-17 and Box #245-18 - Cases and contents standing in 36 inches of water. Phosphate accumulated in base of cases and units.

Box #245-19 - This box was discharged completely adrift from shipping container; found to be crushed, torn and distorted. This box was completely submerged.

DISPOSITION: Box #245-17 and Box #245-18 - Returned to San Francisco for inspection and final disposition.

Box #245-19 - Abandoned to Philippine Customs to avoid payment of Custom Duties.

****

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Survey No. C-2437-1967

RELEASE and/or
CONTROL NUMBER: P 251

DESCRIPTION: 2 Boxes #53769 and #53870 Electrolytic Tunning Line(Item #19D) (BK-V4) Two Plating Rectifiers

FINDINGS: Box #53769 and Box #53870 - Cases and contents submerged in 25 inches to 58 inches of water.. Accumulated hardened phosphate in bases of cases and units.

DISPOSITION: Box #53769 and Box #53870 Returned to San Francisco for inspection and final disposition

****

We show hereunder the ultimate disposition of all of the equipment manufactured by General Electric Company, IGE Export Division, and dealt with above. The values as shown were certified to by General Electric Company, however, we have used these values merely as a guide in respects to the extent of damage. At this juncture we are not in a position to certify that these values are necessarily true and correct. We have not had the opportunity of reviewing the invoices involved or the method used to determine the value of the individual items dealt with by said invoices.

ITEMS POSED TO HAVE NO
REMAINING VALUE AT ILIGAN CITY
AND ABANDONED TO PHILIPPINE CUSTOMS

RELEASE NUMBER	INVOICE NUMBER	BOX OR CASE	VALUE
P-134	517982	220-49, 50, 52, 53	$ 10,000.00
P-135	617981	230-35, 36	9,217.00
P-152	518064	230-48	4,000.00
P-154	518064	230-47	70,000.00
P-155	518075	265-8	5,416.00
P-156	518074	265-7	5,533.00
P-165	518488	270-14	708.00
P-217	632382	245-19	6,188.00
P-180	518328	220-97	75,678.00
*P-143	518051	217 and 218	-------
		* NOTE: This value is included in the value as shown in respects to the material found to be damaged beyond repair upon inspection at San Francisco.	$ 185,740.00

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

BROUGHT FORWARD--- $ 185,740.00

ITEMS SHIPPED TO SAN FRANCISCO
AND AFTER INSPECTION FOUND
TO BE DAMAGED BEYOND REPAIR

RELEASE NUMBER	INVOICE NUMBER	BOX OR CASE	VALUE
P-168	629171	220-19	$ 68,750.00
P-173	518257	220-220	71,870.00
P-179	518308	220-89/96	22,640.00
P-211	518082	230-76	60,073.00
P-213	518576	270-23	11,250.00
P-25	517162	255-1	6,190.00
P-26	517482	270-1/4	21,825.00
P-31	517606	250-1	7,523.00
P-102	517475	260-4	9,326.00
P-110	517697	250-2	1,280.00
P-117	517726	230-27 & 28	46,376.00
P-139	518014	220-33	60,650.00
P-143	518051	220-202/203/ 204/206/ 207/208/ 211	158,276.00
P-147	518083	220-35 & 36	15,520.00
P-159	518077	220-37	18,114.00
P-160	518076	220-41	5,126.00
			$ 595,614.00
			$ 781,354.00

With the concurrence of all concerned, including Mr. William G. Davies, Jr., Surveyor representing the interested cargo underwriters, the following items damaged beyond repair were sold on June 13, 1967 to Mikalai Joffe Corporation, 517 South Airport Boulevard, South San Francisco, California, for the lump sum of $15,500.00, "as is, where is", Marine Terminals Corp., 9th Avenue Pier, Oakland, California:

RELEASE NUMBER	CASE NUMBER
P-25	255-1
P-26	270-1; 270-2; 270-3; 270-4
P-31	250-1
P-33	265-1
P-102	260-4
P-110	250-2
P-117	230-27; 230-28
P-139	220-33
P-143	220-202; 230-203; 220-204; 220-206; 220-207; 220-208- 220-211
P-147	220-35; 220-36
P-168	220-19
P-173	220-220
P-179	220-89; 220-90; 220-91; 220-92; 220-93; 220-94; 220-95; 220-96
P-211	230-76

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

Payment for the above was made in the form of a Cashiers Check (#2061 Wells Fargo Bank, South San Francisco Branch) made payable to Kaiser Integrated Steel Mills, Inc. This check was forwarded by us to Kaiser International Corporation, Pittsburgh, Pennsylvania under date of June 19, 1967.

In addition to the above, a net salvage credit in the amount of $40.50 for the remaining scrap value of the following pieces was issued by General Electric Company:

RELEASE NUMBER	BOX NUMBER
P-213	270-23
P-159	220-37
P-160	220-41

After examination, the following items were deemed to be repairable by General Electric Company:

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	VALUE
P-37	517646	270-7 & 8	$ 19,900.00
P-117	517726	230-26	15,060.00
P-121	517782	230-28 & 29	18,105.00
P-149	518073	260-8	6,745.00
P-151	518648	230-50	575.00
P-153	518065	230-46	87,600.00
P-157	518079	220-38	49,440.00
P-160	518076	220-43, 44 and 45	12,735.00
P-174	518413	220-282	34,900.00
P-180	518328	220-98	129,420.00
P-184	629620	245-6 & 7	72,568.00
P-196	518629	220-111 and 112	43,653.00
P-199	518627	270-17 & 18	17,384.00
P-213	518676	270-19, 20, 21 and 22	45,000.00
P-214	518664	265-10	11,250.00
P-217	632302	245-17 & 18	10,457.00
P-251	635228	53870 and 53769	22,499.00
			$ 597,291.00

On July 6, 1967, we attended a meeting held at the premises of Koppers Company, Inc., 850 Koppers Building, Pittsburgh, Pennsylvania. The following were present:

Mr. H. W. Peterson	Koppers Co., Inc.
Mr. J. H. van Ackeren	Koppers Co., Inc.
Mr. W. G. Davies	Courtney, Sullivan, Davies & Assoc.
Mr. Jay Best	Koppers Co., Inc.
Mr. W. H. Murphy	Koppers Co., Inc.
Mr. D. F. McIntosh	Marsh & McLennan, Inc. Pittsburgh, Penn.
Mr. Dave Johnson	Koppers Co., Inc.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

Mr. W. U. Meryan	General Electric Company San Francisco, California
Mr. Dan M. Anderson	General Electric Company San Francisco, California
Mr. P. Isenbarg	I.G.E., New York
Mr. C. R. Pereyra	Iligan International Corp.
Mr. W. C. Brittain	Keppers Co., Inc.
Mr. H. D. Kingsley	General Electric Company Pittsburgh, Pennsylvania
Mr. B. A. Watts	Watts & Company San Francisco, California

The question of the costs of repair to be undertaken by General Electric Company were explored at length. We attempted to obtain from General Electric Company a breakdown in respects to repair costs applicable to the individual items involved. General Electric Company, however, stated that they would only undertake repair on a lump sum bid and would provide no breakdown of the repair costs involved.

The following proposal was submitted by General Electric Company:

"To: Iligan International Corporation
Chamber of Commerce Building
411 Seventh Avenue
Pittsburgh, Pennsylvania

Attention: Mr. C. R. Pereyra

Subject: Repair of Damaged Equipment
Our Prop. 247-4-39138

Dear Mr. Pereyra:

We have completed our detailed inspection and testing of the repairable equipment damaged in transit to the Philippines and are pleased to quote as follows:

[illegible] NUMBER	INVOICE NUMBER	BOX NUMBER
P-37	517646	270-7 & 8
P-117	517726	230-26
P-121	517782	230-28 & 29
P-149	518073	260-8
P-151	519648	230-50
P-153	518065	230-46
P-157	518079	220-38
P-160	518076	220-43, 44, 45
P-174	518413	220-222
P-180	518328	220-98
P-184	629620	245-6 & 7
P-196	518629	220-111 & 112
P-199	518627	270-17 & 18
P-213	518676	270-19, 20, 21, 22

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER
P-214	518664	265-10
P-217	632302	245-17 & 16
P-251	635228	53870 and 53769

Total Net Repair Price $503,100

The prices quoted herein are F.O.B. factory with freight prepaid to alongside vessel Oakland, California including bending suitable for export ocean freight to the Philippines. The prices stated herein are firm for shipments quoted.

Based upon receipt of your release by July 15, we estimate that all equipment can be shipped in the first quarter of 1968.

The Warranties Clause of the Attached Standard Conditions of Sale applies to all items quoted herein except that the warranty shall extend for a period of 18 months rather than 15 months as specified.

If I may be of further assistance please let me know.

Very truly yours,

(Signed) F. [redacted]
Senior Sales Engineer
Industrial Drive Systems Sales

It was agreed with Mr. William G. Davies, Jr., Surveyor representing the interested cargo underwriters, that repairs be effected in accordance with the above. This procedure was also agreed to by Mr. C. R. Pereyra of Iligan International Corp.

In addition to the above repair charges, the following invoice was rendered by General Electric Company, I.G.E. Export Division:

[redacted] SERVICES

37 hours straight time at $16.00	$ 592.00
Travel Expenses	8.70
	$ 600.70

This charge, in our opinion, is fair and reasonable.

[redacted]

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

MATERIAL SUPPLIED BY
[redacted] ELECTRIC INTERNATIONAL COMPANY

RELEASE and/or
CONTROL NUMBER: P-14

DESCRIPTION: Item #80-82 - 300' 4/C Durasheath #470 3/6 19/W Reel Cable
Reel Number 1482

FINDINGS: Reel #1482- Reel completely submerged. Phosphate permeated between folds and/or turns of cable.

DISPOSITION: Reel 1482 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or
CONTROL NUMBER: P 16-11

DESCRIPTION: 5 Reels Cable
1 Reel 111"x61"x111" Item No. 5682
1 Reel 111"x61"x111" Item No. 5782
1 Reel 111"x61"x111" Item No. 5882
1 Reel 111"x61"x111" Item No. 5982
1 Reel 111"x61"x111" Item No. 6082

FINDINGS: Reels #5682; #5782; #5882; #5982 and #6082 - All completely submerged. Phosphate between turns and cables corroded.

DISPOSITION: 5 Reels Cable, #5682; #5782; #5882; #5982 and #6082 Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or
CONTROL NUMBER: P-142

DESCRIPTION: 1 Box #Y1-1 containing Switchgear.

FINDINGS: Box Y1-1 - Case and contents standing in 38" water. Phosphate accumulated in base of case and unit.

DISPOSITION: Box Y1-1 Returned to San Francisco for inspection and final disposition.

****

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

RELEASE and/or CONTROL NUMBER: P-163

DESCRIPTION: 1 Set Galvanizing and Tinning Lines Metal Clad Switchgear consisting of:

Box Y1-10 - One Sec. Housing Units 1-2-3-4-5
Dwg. B-1427-IL

Box Y1-11 - One Sec. Housing Units 6-7-8
DWG. B-1427-IL

Box Y1-14 - One 150 DMP-750 Breaker
120 AMP. #3
SO-25-Y-1427-B

FINDINGS: Box Y1-10 - Case and contents submerged to depth of 36 inches. Case set in 12" to 14" one side approximately two feet from top due to shifting of cargo and/or breakdown of stow due water. Base of case and contents filled with wet phosphate mass.

Box Y1-11 - Case partially demolished. Contents completely submerged. Phosphate adhering to unit throughout.

Box Y1-14 - Case completely demolished; contents adrift. Submerged and encased in block of hardened phosphate.

DISPOSITION: Box Y1-10 - Returned to San Francisco for inspection and final disposition.

Box Y1-11 - Returned to San Francisco for inspection and final disposition.

Box Y1-14 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

RELEASE and/or CONTROL NUMBER: P-164

DESCRIPTION: 8 Boxes as under:

Box 1R - 1 Transformer Power
Box 4R - 3 HV Bushings
Box 5R - 3 Arresters
Box 6R - 1 Exp. Tank - Ext. Tank supports
Relief vent and shield Assem.
Bucholts Relay and 3" Valve

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

Box 9R - Miscellaneous Contents
Box 10R - One Transformer Power
Box 13R - 3 HV Bushings
Box 14R - 3 Arresters

FINDINGS:

Box 1R) Transformers - Completely sub-
Box 10R (merged. All fittings and plugs corroded. Evidence of advanced corrision in way of welds. Impossible to test and insure tightness in Philippines.

Box 4R - Bushings - Case demolished. Contents adrift, submerged, chipped and broken.

Box 5R - Arresters - Case and contents standing in ten inches of water.

Box 6R - Exp. Tank - Case splash stained and dusty. Contents sound.

Box 9R - Miscellaneous - Case and contents completely submerged and filled with phosphate.

Box 13R - Bushings - Case and contents standing in twenty inches of water. Bushings sealed in plastic. One bushing plastic torn - unit damaged. Two bushings plastic intact and sound.

Box 14R - Arresters - Case sitting in water one end. One or more units wet at bottom.

DISPOSITION:

Boxes 1R; 10R; 5R; 6R; 9R; 13R and 14R - Returned to San Francisco for inspection and final disposition.

Box 4R - Abandoned to Philippine Customs to abeid payment of Customs Duties.

NOTE: As the above formed units, it was deemed advisable to return sound items along with damaged items to San Francisco for inspection and final disposition.

****

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Survey No. C-2437-1967

RELEASE and/or CONTROL NUMBER: P-171

DESCRIPTION: 1 Box 1UY-1 containing One Set Temper Mill Unit Sub-Station Switchgear Sec. Housing Units 1-2-3-4-5 Dwg. B-1431-IL

FINDINGS: Box 1UY-1 - Case and contents submerged to depth of 48 inches. Phosphate in base of case and unit.

DISPOSITION: Box 1UY-1 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P-204

DESCRIPTION: 1 Box 9-UR - Containing Switch for Transformer
1 Box 10-UR - Containing Switch for Transformer

FINDINGS: Box 9-UR - Case and contents standing in 34 inches of water.

Box 10-UR - Case and contents standing in 28 inches of water.

Phosphate accumulated in bases of above two boxes and units contained therein.

DISPOSITION: Box 9-UR and 10-UR - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P-205

DESCRIPTION: 1 Box JL-1 - containing One 1000 KW, 250 Volt Indoor Metal Enclosed Silicon Rectifier with the following packed inside cabinet:
1 Torquemeter
1 Socket
1 Extension Bar
1 Spray Lub.
1 Tube Paint
1 Instruction Book
1 Set Hardware for Bolting to DC Swgr.

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Survey No. C-2437-1967

FINDINGS: Box JL-1 - Case and contents standing in 56 inches of water. Phosphate accumulated in base of case and unit.

DISPOSITION: Box JL-1 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P-207

DESCRIPTION: 1 Box 15-UR containing Terminal Chamber for Transformer.

FINDINGS: Box 15-UR - Case submerged.

DISPOSITION: Box 15-UR was accepted as sound after cleaning, sandblasting and repainting at the site.

****

RELEASE and/or CONTROL NUMBER: P-208

DESCRIPTION: 1 Box 13-UR containing Terminal Chamber for Transformer.

FINDINGS: Box 13-UR - Case submerged.

DISPOSITION: Box 13-UR was accepted as sound after cleaning, sandblasting and repainting at the site.

****

RELEASE and/or CONTROL NUMBER: P-233

DESCRIPTION: 1 Box UH2-8 - One Set of Switchgear containing the following;

- 1 Sec. Housing Units
- 28 Roof Bolts
- 20 Tie Bolts
- 1 Spare Bulb
- 1 Spare Fuse 6 AMP
- 1 Spare Fuse 2 AMP
- 1 Spare Fuse 15 AMP
- 1 DB-50 Levering Device
- 1 DB-50 Extension Rail, Left
- 1 DB-50 Extension Rail, Right
- 1 DB-50 Closing Handle
- 1 DB-75 Closing Handle
- 1 DB-75 Crank Assy.
- 45 Terminals and Mounting Hardware

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

23 Terminals and Mounting Hardware
1 Terminal Blk, Hdwe.
26 Flex. Conn. and Mounting Hardware
1 DB-75 Ext. Platform
5 Cable Mountings
1 Set Instruction Books

FINDINGS: Box UY2-8 - Unit discharged completely adrift from case. Severely distorted and crushed. Completely submerged and permeated with hardened phosphate. Heavy corrosion throughout.

DISPOSITION: Box UY2-8 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

RELEASE and/or CONTROL NUMBER: P-271

DESCRIPTION: Box 12-UY2 -- Two Sets Switchgear containing the following:
1 Sec. Housing Units
20 Roof Bolts
3 Terminal Lugs and Mounting Hardware
45 Terminal Lugs and Mounting Hardware
2 Cable Mountings
1 Set Terminal Blk. Hardware
20 Tie Bolts
1 Fuse, 2 AMP
1 Fuse, 15 AMP
1 Lowering Device
1 Set Extension Rails
1 Handle
1 Crank
1 Platform

Box 13-UY2 - 1 Sec. Housing Units
Box 14-UY2 - 3 DB-75 Breakers
Box 16-UY2 - 1 Sec. Housing Units
Box 17-UY2 - 3 DB-75 Breakers, 3000 AMP

FINDINGS: Box 12-UY2 - Case and contents sitting six to seven feet water. Balance of case and contents splashed. Phosphate stained and phosphate adhering to unit in way of submerged area.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Box 13-UY2 - Box and contents submerged in 28 inches of water. Phosphate accumulated in base of case. General corrosion in way of wetted area.

Box 14-UY2 - Case and contents completely submerged. Contents covered with phosphate. Severe corrosion of unit.

Box 16-UY2 - Case and contents submerged to depth of 32 inches. Phosphate accumulated in base of case. General corrosion in way of wetted area.

Box 17-UY2 - Discharged adrift from shipping container. Units encased in hardened phosphate. Heavily corroded and pitted.

DISPOSITION:

Box 12-UY2)
Box 13-UY2 (Returned to San Francisco for inspection and final disposition
Box 16-UY2)

Box 14-UY2)
Box 17-UY2 (Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

RELEASE and/or CONTROL NUMBER: P-272

DESCRIPTION:

Box 11-UY1 - One 50-BMP-250 Breaker 1200 AMP
One Barrier
Three Arc Chutes

Box 12-UY1 - One 50-BMP-250 Breaker 1200 AMP
One Barrier
Three Arc Chutes

Box 13-UY1 - One 50-BMP-250 Breaker 1200 AMP
One Barrier
Three Arc Chutes

Box 14-UY1 - One 50-BMP-250 Breaker 1200 AMP
One Barrier
Three Arc Chutes

Box 15-UY1 - Four Sets Roof Bolts
Eight Sets Terminal Hardware
Four Buttons Plus 601-BM
14 Rolls 1-1/2" Empire Tape
5 Rolls 1" Empire Tape
1 Roll Friction Tape

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-19[illegible]7

20 Lbs. Nuxseal
1 Test Plug
1 Test Plug
1 Fuse
1 Hand closing lever
1 Charging Lever
1 Dolly
1 Levering Device
1 Contact Wrench
1 Test Cabinet
1 Fuse
1 Fuse

Box 16-UY1 - 1 Set Tinning Line Unit Sub-Station Switchgear consisting of:
1 Pt. Red 5928-3 Under 80 Deg.
1 Qt. Varnish 6852-2 Over 80 Deg.

FINDINGS:

Box 11-UY1)
Box 12-UY1 (
Box 13-UY1)
Box 14-UY1 (

Cases demolished. Contents discharged adrift from containers. Submerged and generally encased in hardened phosphate.

Box 15-UY1 - Case and contents submerged. Contents heavily corroded.

Box 16-UY1 - Case partially adrift. Contents part missing and balance corroded.

DISPOSITION:

Box 11-UY1; Box 12-UY1; Box 13-UY1; Box 14-UY1; Box 15-UY1 and Box 16-UY1 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

We show hereunder the ultimate disposition of all of the equipment manufactured by Westinghouse Electric International Company, and dealt with above. As in the case of the General Electric Company's equipment previously dealt with and for the same reasons, the values as stated hereunder are merely indicated as a guide in respects to the extent of damage sustained by this equipment:

ITEMS FOUND TO HAVE NO REMAINING VALUE AT [illegible] AND ABANDONED TO PHILIPPINE CUSTOMS

RELEASE [illegible]	INVOICE [illegible]	BOX NUMBER	VALUE
P-163	93651	Y1-14	$ 4,850.00
P-164	93747	4R	1,125.00
P-233	97456	UY2-8	22,000.00

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RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	VALUE
P-271	98446	14-GY2	$ 13,200.00
		17-GY2	13,200.00
P-272	98593	11-GY1)	
		12-GY1(	
		13-GY1)	
		14-GY1(	10,000.00
		15-GY1	440.00
		16-GY1	12.50
			$ 64,827.50

ITEMS DELIVERED TO SAN FRANCISCO AND AFTER EXAMINATION FOUND TO BE DAMAGED BEYOND REPAIR

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	VALUE
P-14	91616	14S2	$ 540.00
P-16-11	91617	56S2)	
		57S2 (	
		58S2)	
		59S2 (	
		60S2)	44,560.00
			$ 45,100.00
			$ 109,927.50

With the concurrence of all concerned, including Mr. William G. Davies, Jr., Surveyor representing the interested cargo underwriters, the following items damaged beyond repair were sold on June 13, 1967 to Nicolai Joffe Corporation, 517 South Airport Boulevard, South San Francisco, California for the lump sum of $4500.00, "as is, where is" Marine Terminals Corp., 9th Avenue Pier, Oakland, California:

RELEASE NUMBER	BOX NUMBER
P-14	14S2
P-16-11	56S2
	57S2
	58S2
	59S2
	60S2

Payment for the above was made in the form of a Cashiers Check (Number 2061, Wells Fargo Bank, South San Francisco Branch) made payable to Iligan Integrated Steel Mills, Inc. This check was forwarded by us to Iligan International Corporation Pittsburgh, Pennsylvania under date of June 19, 1967.

After examination, the following items were deemed to be repairable by Westinghouse Electric International Corp. at their

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Emeryville, California and Compton, California facilities:

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	VALUE
P-142	92894	Y1-1	$ 11,000.00
P-163	93651	Y1-10	12,500.00
		Y1-11	7,500.00
P-164	93747	1R; 5R; 8R; 9R; 10R; 13R; 14R	125,000.00
P-171	93652	1 UYL	13,500.00
P-204	95498	9UR and 10UR	3,000.00
P-205	95499	SL-1	28,000.00
P-271	98446	12-UY2	11,750.00
		13-UY2	13,250.00
		16-UY2	13,250.00
			$ 238,750.00

After considerable discussion with Westinghouse Electric International Company, the following proposal to repair the above items was submitted by this organization. As in the case of General Electric Company, this proposal was submitted on a lump sum basis and no breakdown:

"Reference is made to the equipment which was originally supplied under our FB-79758.

With our inspection completed, listed below is a summary of the units and price for the repair of the subject equipment:

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	COMMENTS
P-142	92894	Y1-1	4 Structures high voltage switchgear less breakers.
P-163	93651	Y1-10	5 Structures high voltage switchgear less breakers.
P-164	93747	Y1-11	3 Structures high voltage
		1R, 5R 8R, 10R 13R, 14R	2-24/32/40 MVa Transformer less radiators, etc.
P-171	93652	1-UYL	5 Structures high voltage switchgear less breakers.
P-204	95498	9UR; 10UR	Two Primary Switches.
P-205	95499	SL-1	1000 KW Rectifier.
P-271	98446	12UY2	Two structures low voltage switchgear.
		13UY2	Three structure low voltage switchgear less 3000 A breakers.
		16UY2	Three structure low voltage switchgear less 3000 A breakers.

Total repair and re-building price.....$ 210,785.00

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Westinghouse Electric International Company made the following inspection charges covering the inspection of the Switch Gears at their Emeryville, California Plant, and the inspection of the Transformers at their Compton, California Plant:

Mr. H. C. Lear - Eight (8) hours at $16.00 per hour	$ 128.00
Transportation	5.83
Inspection at Emeryville, California	4,000.00
Inspection at Compton, California	2,280.00
	$ 6,413.83

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Survey No. C-2437-1367

This quotation is subject to the general conditions applying to quotations and orders hereto attached and made a part hereof. Price includes export packing and is quoted FOB repair plant with freight allowed to Westcoast port.

Very truly yours,

(Signed) A. A. Cerrati
Industrial Projects
Contracts & Services

Under the circumstances it was agreed with all concerned that repairs be effected in accordance with the above.

****
****

MATERIAL SUPPLIED BY
[redacted] COMPANY

RELEASE and/or CONTROL NUMBER: P-9

DESCRIPTION: 1 Box Number 6562 containing 1662 pieces Field Bolts

FINDINGS: Box 6562 - Box and contents completely submerged. Box filled with phosphate. Bolts covered with phosphate and corroded.

DISPOSITION: Box 6562 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

RELEASE and/or CONTROL NUMBER: P-10

DESCRIPTION: 2 Boxes, Number 6566 and Number 6567 containing (2) 420 sq. ft. Spiral Heat Exchangers, Type I-H

FINDINGS: Box 6566 and Box 6567 - Cases and contents completely submerged and permeated with phosphate. All metal areas showed severe corrosion.

DISPOSITION: Box Number 6566 and Box Number 6567 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

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Survey No. C-2437-1967

RELEASE and/or CONTROL NUMBER: P-11

DESCRIPTION: 1 Box Number 6563 containing One Set (3) Units of Chain Coils per Customer B/M Sheets 1 thru 7 and Customer's Dwg. E-25060 and Dwg. E-25061

1 Box Number 6564 containing One Set (3) units of Chain Coils per Customer B/M Sheets 1 thru 7 and Customer's Dwg. E-25060 and Dwg. E-25061.

FINDINGS: Box 6563 - Case and contents completely submerged. Phosphate accumulated in base and also permeated unit. Unit heavily corroded throughout.

Box 6564 - Case and contents completely submerged. Phosphate accumulated in base of case and permeated unit. Unit corroded throughout.

DISPOSITION: Box 6563 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

Box 6564 - Returned to San Francisco for inspection and final disposition.

****

RELEASE and/or CONTROL NUMBER: P-46

DESCRIPTION: Box 6575 containing Pusher Frame; Pusher Tread Sections, etc. for conveyor.

Box 6576 containing Prime Piles Conveyor Sections.

Box 6579 containing Drive Sections for Scrap Conveyor, Motor and Chain, etc.

Box 6580 containing Roller Conveyor Sections

Box 6581 containing #4A Shear Runout Belt Conveyor and Parts.

FINDINGS: Box 6575 - Case and contents completely submerged and half filled with phosphate. All metal parts rusted, corroded and pitted.

Box 6576 - Case and contents completely submerged and half filled with phosphate. Contents heavily corroded.

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Box 6579 - Case and contents standing in 4½ feet of water. Motor completely deteriorated. Phosphate throughout case and contents. Severe pitting and corrosion.

Box 6580 - Case and contents submerged. Phosphate throughout units. Roller bearings frozen. All metal corroded to varying degree and extent.

Box 6581 - Case demolished. Unit completely submerged. Large quantity adrift; dunnage and pieces of broken case lodged within base. Paint stripped by phosphate. Extreme corrosion and pitting of all surfaces.

DISPOSITION: Box 6578; Box 6576; Box 6579; Box 6580 and Box 6581 - All boxes abandoned to Philippine Customs to avoid payment of Customs Duties.

****

RELEASE and/or CONTROL NUMBER: P-49

DESCRIPTION: Box Number 6151 containing One (1) Side Trimmer.

Box Number 6152 containing One (1) Scrap Chute.

FINDINGS: Box 6151 - Case and contents completely submerged. Case Adrift. Unit still on skids with phosphate adhering to all exposed surfaces. Unit heavily corroded. Nipples and fittings, in numerous instances, corroded and/or eaten away.

Box 6152 - Case and contents more or less submerged. Metal surfaces had some corroding and light coating of phosphate.

DISPOSITION: Box 6151 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

Box 6152 - Accepted as sound after cleaning, sandblasting and repainting at the site.

****

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Survey No. C-2437-1967

RELEASE and/or
CONTROL NUMBER: P-50

DESCRIPTION: Box Number 7025 containing One Cuno Automatic Filter Model AK-522 Complete with 1/2 HP General Electric Motor.

FINDINGS: Box Number 7025 - This box contained six to eight inches water mark on case, however, filter unit were on legs and was unaffected by the water.

DISPOSITION: Box Number 7025 - Accepted as sound after cleaning and repainting of the legs where necessary at the site.

****

RELEASE and/or
CONTROL NUMBER: P-56

DESCRIPTION: Box Number 6590 containing One Heat Exchanger 12-3/4" OD x 8' 10-3/8" Oal

FINDINGS: Box Number 6590 - Case completely adrift. Contents submerged and covered with phosphate.

DISPOSITION: Box Number 6590 Returned to San Francisco for inspection and final dispesition.

****

RELEASE and/or
CONTROL NUMBER: P-57

DESCRIPTION: Box Number 4652 containing Prime Filer and Accessories.

Box Number 4653 containing Pay-Off Reel and Accessories.

FINDINGS: Box 4652 - High water mark on case 48 inches. Accumulation of phosphate within case. Contents heavily corroded. Water-proof paper in way of water mark rotted away.

Box 4653 - Twenty-eight (28) inch high water mark. Accumulation of phosphate in case and on unit base. Unit splashed, but no marked corrosion.

DISPOSITION: Box 4652 - Returned to San Francisco for inspection and final disposition.

Box 4653 - Accepted as sound after cleaning, sandblasting, reconditioning and repainting at the site.

****

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Survey No. C-2437-1967

RELEASE and/or
CONTROL NUMBER: P-58

DESCRIPTION: 60" Cold Rolled Side Trim and Shear Line
Box Number 6153 containing One Oiling Machine.
Box Number 6154 containing One Hot Air Dryer.
Box Number 6155 containing Two Cropping Shears #1 and #2.
Box Number 6156 containing Hot Air Dryer.
Box Number 6157 containing One Scrap Baller.
Box Number 6158 containing:
1 Oiling Machine
1 Pumping Unit
1 Chain Guard
1 Hose Assembly
1 Roller Chain
1 Hose Assembly
1 Handwheel
Box Number 6160 containing:
1 Cropping Shear
1 Snubber Roll Arm
1 Scrap Baller-Left Hand

FINDINGS: Box 6153 - Case and contents completely submerged. Case filled with phosphate. Phosphate permeated unit. Heavily corroded.

Box 6154 - Case weathered only. Contents slightly rusted in way of base from condensation, but otherwise sound.

Box 6155 - Case weathered only. Contents slightly rusted in way of base from condensation, but otherwise sound.

Box 6156 - Case and contents completely submerged. Top and sides of case missing. Material heavily corroded and pitted.

Box 6157 - Case sitting in 5½ feet of water with contents completely submerged. Accumulated phosphate in case and adhering to unit.

Box 6158 - Case and contents completely submerged. Accumulated phosphate in case and adhering to unit.

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Survey No. C-2437-1967

Box 6160 - Case and contents completely submerged. Case filled with phosphate. Phosphate permeated unit. Heavily corroded.

DISPOSITION: Box 6155) Accepted as Sound
Box 6154 (

Box 6157 - Returned to San Francisco for inspection and final disposition.

Box 6153)
Box 6156 (Abandoned to Philippine Customs
Box 6158) to avoid payment of Customs
Box 6160 (Duties.

****

RELEASE and/or CONTROL NUMBER: P-59

DESCRIPTION: Box 6592 containing One Heat Exchanger
Box 6593 containing One Heat Exchanger
Box 6594 containing One Heat Exchanger
Box 6595 containing One Heat Exchanger

FINDINGS: Box 6592 - Case clean and free of stains. Contents examined and found sound.

Box 6593; Box 6594 and Box 6595 - Cases submerged. Eight inches to twelve inches of phosphate in cases. Metal straps (1/2") securing flange covers corroded through and missing. Units permeated with salt water and phosphate.

DISPOSITION: Box 6592 - Accepted as Sound

Box 6593; Box 6594 and Box 6595 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

RELEASE and/or CONTROL NUMBER: P-60

DESCRIPTION: Worthington Type Air Compressor
Box 6597 containing One Worthington Type After Cooler; One Separator.
Box 6598 containing One Guard Complete
Box 6599 containing Accessories and Air Filters.

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Survey No. C-2437-1967

FINDINGS: Box 6597 - Case submerged. Six inches of phosphate inside case. Severe corrosion.

Box 6598 - Case and contents standing in thirty inches of water. Case filled with phosphate and debris.

Box 6599 - Discharged adrift from shipping container. Crushed and torn. Submerged.

DISPOSITION: Box 6597 - Returned to San Francisco for inspection and final dispesition.

Box 6598 - Accepted as sound after reconditioning at the site.

Box 6599 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

RELEASE and/or CONTROL NUMBER: P-68

DESCRIPTION: Box Number 4655 - Coil Loading Skids containing the following:

2 Coil Loading Skids Assembled
2 Blocker Roll Bracket with Sprocket
1 Gear Motor Base with Gear Motor Assembled
4 3/4" sq. Bars
1 Small Box containing One Link Belt Double Roller Chain

Box Number 4658 Containing:

2 Centrifugal Pumps with Base Plate Coupling and Coupling Guard with Motor Mounted
1 Pickle Liquor Pump with Motor
1 Box containing Component Parts

FINDINGS: Box 4655 - Case clean and free of stains. Contents examined and found to be sound.

Box 4658 - Case and contents completely submerged. Top and side boards of case adrift but up-right and internal cross members intact. Units permeated with phosphate.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

COPY

WATTS & COMPANY
MARINE SURVEYORS
CARGO - HULL - CONSULTING
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Survey No. C-2437-1967

DISPOSITION: Box 4655 - Accepted as Sound.

Box 4658 - Abandoned to Philippine Customs to avoid payment of Customs Duties.

****

RELEASE and/or CONTROL NUMBER: P-77

DESCRIPTION: Morgoil Bearings -
Box Number 7103 containing Sleeves
Box Number 7146 containing Bushings
Box Number 7160 containing Bushings
Box Number 7182 containing Welded End Covers
Box Number 7183 containing Welded End Covers
Box Number 7210 containing Welded End Covers

FINDINGS: Box 7103 - Case and contents completely submerged. Case filled with wet phosphate mass. Heavily corroded.

Box 7146 - Case and contents discharged adrift. Bushings heavily corroded.

Box 7160 - Case and contents completely submerged. All free spaces in case completely filled with wet phosphate mass. Protective oiled paper wrapping disintegrated. Bearing Housing rusted, heavily corroded and visible pitting.

Box 7182) Cases and contents completely
Box 7183 (submerged. Cases filled with wet phosphate mass. (Welded end covers for Morgoil Bearings).

Box 7210 - Case and contents completely submerged. Case filled with phosphate. Covers rusted.

DISPOSITION: Box 7103) Abandoned to Philippine Customs
Box 7146 (to avoid payment of Customs
Box 7160) Duties.

Box 7182) Accepted as sound after cleaning
Box 7183 (sandblasting, reconditioning and
Box 7210) repainting at the site.

****

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

RELEASE and/or
CONTROL NUMBER: P-81

DESCRIPTION: Box Number 4663 containing:
One Deflector Roll and Shear Base Assembly complete
One Askania Base Assembly

Box Number 4665 containing:
Two Condensate Distributer Pumps with Couplings and Coupling Guards and Motor

FINDINGS: Box Number 4663 - Top of case and boards water stained. Contents examined and found sound.

Box Number 4665 - Case clean and free of stains. Contents examined and found sound.

DISPOSITION: Box Number 4663) Accepted as Sound
Box Number 4665 (

****

RELEASE and/or
CONTROL NUMBER: P-84

DESCRIPTION: Box Number 7369 containing:
One Sk. Crt. 69"x35"x74"
One pc. Exhaust Fan'Elimator and Spray System.

Box Number 7370 containing:
One Sk. Crt. 145"x75"x122"
One pc. Exhaust Fan-Elimator and Spray System.

Box Number 7371 containing:
One Sk. Box 195"x68"x39"
Five pcs. Crts. Boxed Exhaust Fan Elimator and Spray System.

FINDINGS: Box Number 7369 - Crate and contents splashed stained.

Box Number 7370 - Crate and contents sitting in three to four feet of water. Fan housing splashed with phosphate. Two feet of water in Fan housing.

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Survey No. C-2437-1967

Box Number 7371 - Splash stained one end of case. Contents examined and found sound.

DISPOSITION: Box Number 7371 - Accepted as sound

Box Number 7370) Accepted as sound after
Box Number 7369 (cleaning, sandblasting and repainting at the site.

****

RELEASE and/or CONTROL NUMBER: P-93

DESCRIPTION: Box Number 6948 containing:
One Hydraulic Power Unit with motor and Accessories.

Box Number 6952 containing:
One Hydraulic Power Unit with motor and Accessories.

FINDINGS: Box Number 6948) Cases and contents
Box Number 6952 (completely submerged. Cases filled with wet phosphate and contents covered with same.

DISPOSITION: Box Number 6948) Abandoned to Philippine
Box Number 6952 (Customs to avoid payment of Customs Duties.

****

We show hereunder the ultimate disposition of all of the equipment manufactured by Blaw Knox Co. and dealt with above.

As in the case of both General Electric Company and Westinghouse Electric International Company's equipment previously dealt with, and for the same reasons, the values as stated hereunder are merely indicated as a guide in respects to the extent of damage sustained by this equipment.

ITEMS FOUND TO HAVE NO REMAINING VALUE AT ILIGAN CITY AND ABANDONED TO PHILIPPINE CUSTOMS

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	VALUE
P-9	61-00765	6852	$ 240.00
P-10	61-00792	6866	7350.00
	61-00792	6867	7350.00
P-11	61-00793	6563	10600.00

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Survey No. C-2437-1967

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	VALUE
P-40	61-00822	6575	$ 10,525.00
	61-00822	6576	5,300.00
	61-00822	6579	5,040.00
	61-00822	6580	2,790.00
	61-00822	6581	6,945.00
P-49	61-00881	6151	43,855.00
P-58	61-00985	6153	17,345.00
	61-00985	6156	9,070.00
	61-00985	6158	16,640.00
	61-00985	6160	26,340.00
P-59	50-07102	6593	5,500.00
	50-07102	6594	4,300.00
	50-07102	6595	9,000.00
P-60	50-07106	6599	1,440.00
P-68	61-01182	4658	5,780.00
P-77	50-08763	7103	4,125.00
	50-08763	7160	4,040.00
	50-08763	7246	1,590.00
P-96	61-01580	6948	4,140.00
	61-01580	6952	4,360.00
			$ 213,765.00

ITEMS RETURNED TO SAN FRANCISCO AND AFTER EXAMINATION WERE TO BE DAMAGE BEYOND REPAIR

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	VALUE
P-11	61-00793	6564	$ 10,600.00
P-86	61-00985	6590	5,035.00
			$ 15,635.00
			$ 229,400.00

The following items were returned to Blaw-Knox Co., Elwood City, Pennsylvania Plant, and after examination were deemed to be repairable:

RELEASE NUMBER	INVOICE NUMBER	BOX NUMBER	VALUE
P-57	61-00983	4652	$ 27,580.00
P-58	61-00985	6157	15,300.00
P-60	50-08595	6597	1,595.00
			$ 44,475.00

Under date of October 26, 1967, Blaw-Knox Co. submitted a proposal to repair the above items for the lump sum of $29,605.00. The above repair price was quoted F.O.B. the suppliers works with freight prepaid to the ports of New York, Philadelphia or Baltimore, with the equipment properly prepared for ocean shipment. All concerned approved without prejudice repair of the above items on this basis.

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Survey No. C-2437-1967

In addition to the itemized Release Number dealt with above, Blaw-Knox Co. originally furnished General Electric Company rough bored couplings which General Electric Company machine bored and installed on the shafts of the various electric motors involved. Under date of December 11, 1967, Blaw-Knox Co. submitted the following proposal to replace the couplings involved which were damaged beyond repair and sold along with the electric motors involved as scrap:

"Koppers Company, Inc.
Engineering & Construction Division
Pittsburgh, Pennsylvania

Attention: Mr. H. W. Petersen
Project Manager

Subject: Killigan Integrated Steel Mills, Inc.
Replacement of Damaged Parts
Your Inquiry of October 17, 1967
Our Proposal No. AA18-1607 (Rev.A)

Gentlemen:

In reply to telephone conversation between your Mr. J. H. Van Acklyen and our Mr. C. E. Mayerland and confirming our revised quotation covering material to replace parts damaged aboard vessel, we are pleased to quote as follows:

ITEM	QUANTITY	DESCRIPTION
FOR 4-STAND TANDEM COLD MILL		
1	1	Number 12 Heavy Duty Half Coupling for Main Drive Motor Stand No. 1. Motor Side Half Coupling as shown on Drawing 76420 Mk. D.
2	1	Number 12 Heavy Duty Half Coupling for Main Drive Motor Stand No. 2. Motor Side Half Coupling as shown on Drawing 76420 Mk. D.
3	1	Number 10 Heavy Duty Half Coupling for Main Drive Motor Stand No. 4. Motor Side Half Coupling as shown on Drawing 76420 Mk. E.
FOR SINGLE STAND TEMPER MILL		
4	1	Number 9 Heavy Duty Half Coupling for Tension Reel Motor. Motor Side Half Coupling as shown on Drawing 76420 Mk. V.

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1967

ITEM	QUANTITY	DESCRIPTION
5	2	Number 5 Heavy Duty Floating Shaft Coupling (1) Rigid Half only for Motor Side as shown on Drawing 76420 Mk. AA.
6	2	Number 5 Special Heavy Duty Shaft Coupling (1) Rigid Half only for Motor Side as shown on Drawing 76420 Mk. AB.
7	2	Number 4 Heavy Duty Half Couplings Rigid Motor Half. As shown on Drawing 76420 Mk. U.

PRICE: (Items 1 thru 7)----------$ 9,660.00 Lot

NOTE: Above items will be furnished Rough Bored. Electrical manufacturer to finish bore and fit to motor shafts.

The above price is F.O.B. our works with freight allowed to F.O.B. Shipping point."

Blaw-Knox Co. also rendered the following invoice covering the attendance of two men at Iligan City plus inspection costs of the material returned for inspection and possible repair:

INVOICE #60-09950
DATED NOVEMBER 28, 1967

Inspection services in connection with damaged materials on board the S/S "JOHN WEYERHAEUSER" as follows:

Overseas Inspection:

Air Travel and Return		$ 3361.40
Miscel. Travel Expense		102.16
Living Expenses		247.96
Two men - 8 days each - 16 days at $105.00 per day	1680.00	
		$ 5,391.52

Domestic Inspection:

One day at Groveton Plant @ $105.00	$ 105.00	
Nineteen (19) days at Elwood City Plant @ $105.00	$ 1995.00	
		$ 2,100.00
		$ 7,491.52

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C 2437-1967

SUPPLIER: ANDERSON EQUIPMENT COMPANY
Clearfield, Pennsylvania

RELEASE and/or
CONTROL NUMBER: P-226

DESCRIPTION: One New Manitowoc Model 3900 "Vicon" Controlled Complete Erection Crane, 100-ton capacity serial #29720 - Fully Equipped.

FINDINGS: The crane itself was discharged in good order. Some slight bending damage had been sustained to the various boom sections but this was of no consequence. The cab and the engine had been pilfered of parts as itemized hereunder. This pilferage is presumed to have occurred at Korea and is unrelated to the casualty.

Four boxes and/or units were found to be damaged as follows:

PKG. 2 Crawler Assembly with Drive Chain
PKG. 3 Crawler Assembly with Drive Chain

Packages 2 and 3 had been completely submerged and were permeated with phosphates. Considerable corrosion had occurred. It was agreed that the crawler units be completely disassembled at the shop, reconditioned and overhauled, with the needful bearings, bushings, etc., to be supplied by the manufacturer.

PKG. #20 - 100 Ton Manitowoc Hook Block and Hook with Ball Weight

The box containing the above had been completely submerged and permeated with phosphate. The contents were heavily corroded and it was agreed that both the block, hook and ball weight be replaced by the manufacturer.

PKG #21 - CONTAINED AS UNDER:

2 - 30' Wire Pendants
2 - 21' Wire Pendants
4 - 20' Wire Pendants
2 - 10' Wire Pendants
2 Pendants for Jib
2 Cables for counter weight
1 Jib Back Stay Cable 124'x1-1/8"
3 Pieces Counter Weight Device
4 Pieces Boom Stop
4 Pieces Stop Cables for Jib

DEFENDANT WEYERHAEUSER'S EXHIBIT E-11

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Survey No. C-2437-1067

The above items were all wire cable or rope of various sizes. All had been completely submerged and were permeated with phosphate. The individual strands of the wire rope had corroded through. It was agreed that the above would be replaced by the manufacturer.

The following items were pilfered:

ON THE CAR

1 Set Instrument Panel Assembly
1 Set Pressure Sending Unit Part Number 701017
1 Each Reducer Bushing (1/4" x 1/8")
1 Each Ignition Switch with Keys

FROM THE ENGINE

1 Each Generator 24 Volts Delco Remy
1 Each Ammeter, Part Number 66741
1 Each Water Temperature Gauge
1 Each Oil Temperature Gauge
1 Each Oil Pressure Gauge
1 Each Start Switch
1 Each Toggle Switch

The crawler units were successfully repaired at the job site after obtaining needful replacement parts from the manufacturer.

The replacement parts and the wire pendants were supplied by the manufacturer at a cost as under:

ANDERSON EQUIPMENT CO.
INVOICE #12-11857

Total Invoice	$ 12,826.80	
Less Pilfered Items	$ 119.36	
		$ 12,707.44
Anderson Equipment Co. Invoice #12-07946 Total Invoice		782.00
Motor Freight to Loading Port Invoice #12-11857		489.00
Ocean Freight Invoice #12-11857		400.00
Freight Forwarding and Insurance Charges Invoice #12-11857		68.35
Motor Freight to Loading Port Invoice #12-07946		69.42

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Ocean Freight
Invoice #12-07946 $ 39.00

Freight Forwarding and Insurance
Charges
Invoice #12-07946 3.00

$ 14,558.21

SUPPLIER: BALDWIN-LIMA-HAMILTON CORPORATION
Lima, Ohio

RELEASE and/or
CONTROL NUMBER: P-230

DESCRIPTION: One Baldwin-Lima-Hamilton Truck Crane complete with Boom and Accessories Serial Number 3517-17 - 55 Ton Capacity

RELEASE and/or
CONTROL NUMBER: P-261

DESCRIPTION: One Baldwin-Lima-Hamilton Truck Crane complete with Boom and Accessories Serial Number 3507-20 - 65 Ton Capacity

FINDINGS: P-230

The main body of the crane and boom sections were discharged in good order. The cab and the engine had been pilfered of parts as itemized hereunder. This pilferage is presumed to have occurred in Korea and is unrelated to the casualty.

Seven (7) boxes or pieces had been damaged as follows:

Bundle 14/4 - 22 Crawler Treads
14/5 - 22 Crawler Treads
14/6 - 22 Crawler Treads
14/7 - 22 Crawler Treads

The above four bundles had been completely submerged and were permeated with phosphate. These units were successfully reconditioned at Iligan City after minor replacement of parts by the manufacturer.

[redacted] - [redacted]

Completely submerged and permeated with phosphate. Damaged beyond repair and replaced by manufacturer.

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Box #19 - Contents as under:

1 Mid Point "Y" Assembly less slings
1 Jib Cable 7/8" x 71'
1 Jib Sling 262 - SA 1891
1 Jib Sling 262 - SA 1576
1 3/4"x183' Clam Holding Cable

Box #20 - Contents as under:

1 Set Conical Roller Assembly
1 B.H. Crossover
1 Mid Point Sling

Boxes #19 and #20 had been completely submerged and were permeated with phosphate. The contents were corroded to the extent that same had no remaining commercial value and were replaced by the manufacturer.

The following items were pilfered:

FROM THE ENGINE:

1 each Voltage Regulator
1 each Flexible Mount for Voltage Regulator
1 each Oil Pressure Gauge
1 each Hour Meter

FROM THE CAB:

1 each Ignition Switch with Keys
1 Set Tools (Box #8)

FINDINGS: P-261

This unit was discharged in good order and condition. The ignition switch and keys had been pilfered from the cab. Two only pieces were in bad order as under:

BUNDLE #17/13 - POWER SECTION OF JIB BOOM

Minor bending of tubular cross member splashed with phosphate. Bending faired, and section cleaned and repainted at Iligan City.

Box #17/15 - Contents as under

1 Box Tool Equipment
1 B.H. Crossover
2 [illegible] Slings - 262 SB 1601
4 B.H. Slings -262 SJ 160
1 Mid Point Suspension Assembly - 263 SB 663
2 Mid Point Slings - 262 SB 1577
1 Jib Cable 7/8"x71'
1 Jib Sling - 262 SA 1924
Ball and Hook Assembly
1 Hook Block Assembly

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Box #15 had been completely submerged and was permeated with phosphate. The contents were corroded to the extent that same had no remaining commercial value and were replaced by the manufacturer.

The material requiring replacement as indicated above, as covered by P-230 and P-261, was supplied by the manufacturer at a cost as under:

BALDWIN-LIMA-HAMILTON
Invoice #35005 $ 9624.00

Less Pilfered Items 148.75

$ 9,475.25

Freight to Loading Port 272.36

Ocean Freight 265.04

Freight Forwarding and Insurance 54.43

$ 10,067.08

[redacted]

[redacted]: INGERSOLL-RAND COMPANY

RELEASE and/or
CONTROL NUMBER: P-280

DESCRIPTION: Box 2792) Each box containing One (1)
Box 2793 (4 Inch Gasoline Engine Driven
Centrifugal Pump mounted on
Low Speed Rubber Wheel Trailer

FINDINGS: Box 2792) Cases splashed stained. Contents
Box 2793 (examined and found sound.

DISPOSITION: Box 2792 and Box 2793 accepted as sound.

[redacted]

The following additional expenses were incurred by the consignees:

EXPENSES INCURRED AT ILIGAN CITY
AS [redacted]

ILIGAN INTEGRATED STEEL MILLS, INC.
[redacted]:
Survey of damaged cargo $ 280.30
Stevedoring 2063.83

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Arrastre (Custom Services)	$ 754.78	
Handling and Trucking	1237.18	
Equipment Rental	2052.42	
Others	2175.12	
		$ 8,563.63
Reloading Expenses		
Stevedoring	$ 1352.40	
Arrastre (Custom Services)	495.85	
Handling and Trucking	873.54	
Equipment Rental	4412.46	
Others	1101.01	
		$ 8,235.26
Export Wharfage		$ 240.35
Import Wharfage		$ 294.22
Reconditioning and Expenses		
Labor	$ 901.24	
Materials	2181.85	
Others	36.52	
		$ 3,119.61
		$ 20,459.07
Overhead 98%		$ 17,049.16
10% Material		$ 218.16
		$ 37.726.39

We have sighted no supporting evidence in respects to the above other than a statement as outlined above.

Taking the above at face value, we are inclined to question the overhead of 98%. We are also doubtful as to whether the discharging expense of $8563.63 is valid and/or should follow the loss under the circumstance.

The basic reloading cost of $8235.26 and the basic reconditioning expense of $3119.61, in our opinion, are fair and reasonable.

The 10% for handling of material or the sum of $218.16, in our opinion, is fair and reasonable considering that at Iligan City all material has to be imported and stored.

Ocean Freight covering portion Baltimore to Iligan City said to be	$ 38,994.60
Freight forwarding charges on above, Baltimore to Iligan City	$ 804.63

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Survey No. C-2437-1967

Burton, Portland & Co., Inc.
Invoice 3268

Opening and uncrating as directed merchandise returned via the S/S "W. H. MEARSK" to 9th Avenue Terminal, Oakland, California		$ 1,227.67
Ocean Freight covering the return movement of cargo via the S/S "W. H. MEARSK" New York Navigation Co.'s Invoice #3079 (including tolls and handling)		29,799.90

Arthur J. Fritz & Co.
Invoice #X-7196

Various services associated returned material to 9th Avenue Pier, Oakland, California;		
Handling and attendance, services arranging and completing Customs Appraisement Entry #15	$ 350.00	
Services preparing Bills of Lading, sub-delivery orders, and forwarding instructions	100.00	
Wharfage and handling charges per General Steamship Corp.'s invoice	1763.14	
Clean-up and labor charges at 9th Avenue Pier, Oakland. Strickland Trucking Co. Invoice (Debris removal)	250.00	
Mail freight to Compton, California. Telephones, etc., Westinghouse International Electric Co. material returned for repair	634.05	
Securing above cargo on flat bed. Ablestip Co.	471.20	
Checking and equipment cargo Marine Terminals Corp. loading to rail car	693.34	
Trucking charges Blaw-Knox Equipment 9th Avenue Pier, Oakland to Elwood City, Pa.	2180.54	
		$ 6,442.27

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ARTHUR J. FRITZ & CO.
Invoice 61-9782

Steel Haulers Ltd. Invoice #0139 Hauling equipment from 9th Avenue Pier, Oakland, to General Electric Co.'s premises, Oakland, Calif.	$ 518.82	
Fork lift rental paid to Marine Terminals Corp. used in loading above	69.00	
Marine Terminals Corp. clean-up of pier. (NOTE: Outside storage area is normally used for storage of steel products. As this area was covered with adrift phosphate from returned material, it was necessary to thoroughly clean the pier area)	318.71	
Storage Charges Marine Terminals Corp.	541.06	
Storage Charges Marine Terminals Corp.	199.19	
		$ 1,646.78

ARTHUR J. FRITZ & CO.
Invoice 6223

Fork lift supplied by Marine Terminals Corp. in loading Westinghouse International Electric Co.'s material to flat bed car		$ 19.00

H & H Ship Service
Invoice 6867.44

Labor and material involving experimental cleaning of General Electric Co.'s equipment		$ 405.00

[redacted] & [redacted]
Invoice 914155

Insurance Premium		$ 562.00
		$ 79,901.85

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REBUTTAL OF THE LOSS EXPRESSED DOLLAR WISE ON A C.I.F. BASIS AS DEALT WITH IN THIS REPORT OF SURVEY INCLUDING ITEMS WHICH WERE PILFERED AND/OR DAMAGED OR LOST BY OTHER INTERESTS NOT INVOLVED IN THIS CASUALTY

[redacted] MATERIAL

Total Loss Material	$ 781,354.00	
Repair Costs	503,100.00	
Inspection Services	600.70	
		$ 1,285,054.70

[redacted] INTERNATIONAL CO. MATERIAL

Total Loss Material	$ 109,927.50	
Repair Costs	216,785.00	
Inspection Services	6,413.83	
		$ 333,126.33

[redacted] MATERIAL

Total Loss Material	$ 229,400.00	
	9,660.00	
Repair Costs	29,605.00	
Inspection Costs and Services	7,491.52	
		$ 276,156.52

[redacted] MATERIAL

Replacement costs including forwarding freight but excluding pilfered items	$ 14,558.21

[redacted] MATERIAL

Replacement costs including forwarding freight but excluding pilfered items	$ 10,067.08
Expenses incurred at Iligan City as enumerated including overhead as stated	37,726.39
Original Ocean Freight, Insurance and Expenses incurred in connection with the material returned to 9th Avenue Pier, Oakland, California as enumerated	$ 79,901.85
	$ 2,036,589.08
Less Salvage Credit or Proceeds of Material Sold	$ 24,040.50
NET LOSS.....	$ 2,012,548.58

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In addition to the above indicated items, freight charges involved in forwarding the required items to destination have as yet not been fully coming. As in all probability shipment of the returned items will have to be made on "liner term" basis, these freight charges may approximate $20,000.00.

All action was without prejudice to the rights of whom concerned.

Respectfully submitted,

WATTS & COMPANY

By _____
Capt. B. A. Watts

DATED AT: SAN FRANCISCO, CALIFORNIA
April 5, 1968

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MANAGING ATTORNEY'S OFFICE
HAIGHT, GARDNER, POOR & HAVENS

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